

The Solicitors' Journal.

LONDON, MARCH 29, 1862.

THE District Savings Bank, Limited, which is now under winding up in the Court of Bankruptcy, promises to supply a remarkable counterpart (though upon a somewhat small scale) to the disastrous litigation connected with the notorious British Bank. That case, as our readers are aware, was not only the precursor but the occasion and moving cause of numerous Joint Stock Companies Acts which have been since passed for the purpose of preventing the scandals and wide-spread misery which were incidental to the winding-up of the affairs of the British Bank. But notwithstanding all that has been thus attempted, this new litigation is characterised by most of the faults of the old one as well as by some startling novelties. Some time ago we gave an account* of a contention before the Lords Justices as to whether the Court of Chancery or the Court of Bankruptcy had jurisdiction to wind up this wretched company. It was then determined that the case properly belonged to Basinghall-street, and not to Lincoln's Inn; but the decision was not arrived at without considerable controversy. If the company was what it professed to be, namely, a bank, the jurisdiction to wind it up was clearly in the Court of Chancery, although it was registered under the Joint Stock Companies Acts, 1856, 1857. It was decided, however, that the objects and constitution of the company generally were not such as to bring it within the definition of a banking company. The winding-up was, therefore, remitted to the Court of Bankruptcy, and Saturday last was the day appointed for settling the list of contributories. The court, it appears, was crowded with persons whose names had been placed on the list—most of them in the humblest walks of life. A great many of these unfortunate people had obtained small loans from "the Bank," the machinery of which was contrived (somewhat like the scheme of the Deposit Bank) so as to convert these borrowers into shareholders. As might have been expected, it appeared that these unhappy persons had but a very slight, if any, knowledge of the position in which they had thus unwittingly placed themselves. Notwithstanding the recent decision of the Master of the Rolls in the case of the depositors of the Deposit Bank it is by no means clear that these borrowers are liable to be made contributories. But the hardship of their position is, that the register itself appears to be *prima facie* proof of their liability, so that the only remedy for all these poor people is by a "motion in any of her Majesty's superior courts of law or equity" to have the register rectified. Should such a proceeding be adopted the parties will thus be again brought before the Court of Chancery or some other superior court. For the benefit of those who may be interested we cite the following cases bearing upon the point in question:—*Birch's case*, 2 De G. & J. 10; *Lofthouse's case*, *ibid.* 69; *Whittle's case*, *ibid.* 577; and *Lund's case*, 27 Beav. 469. All these cases were in effect appeals from the Commissioner in Bankruptcy by persons who claimed to have their names removed from the list of contributories, or, to speak more correctly, incipient Chancery suits. The Commissioner in Bankruptcy is bound to settle on the list every name found on the register, and, therefore, the burden is shifted upon any one whose name is registered (no matter how fraudulently) to effect its removal by proceedings in one of the superior courts.

OMNIA PRESUMUNTUR RITE ACTA.—The application of this maxim often gives rise to very nice questions re-

garding the jurisdiction of an inferior court, to which a case is referred by a superior judicature. The general result is that the inferior court cannot refuse to act upon an order of merely doubtful authority. The order must be essentially erroneous. This subordination of inferior tribunals results also from the general rule, that even appeal does not stay process. The judge of the derivative judicature may, however, doubtless suspend his own order until the decree sending him the case shall have been reviewed. A recent case in bankruptcy illustrates this phase of procedure. In the case of *In re Gollop*, the judgment in which will be found elsewhere in these columns, an order was made by Mr. Commissioner Goulburn transferring to the County Court of Southampton all further proceedings in that case. The judge of that county court has decided that the order of the Commissioner has conferred no jurisdiction upon him. The general purview of the last Bankruptcy Act is to give the county courts only a limited jurisdiction in bankruptcy matters. These courts have neither power to issue a judgment debtor summons, nor an original jurisdiction to adjudicate in bankruptcy, where the debts amount to £300. By the 109th section, however, the creditors may, by a resolution passed at their meeting, determine "that the proceedings in the bankruptcy shall be transferred to, and thenceforth prosecuted in, the county court of any district," &c., and the Court is to order such a transfer upon being satisfied that "such resolution was duly made." This section is in accordance with the maxim, "*volenti non fit injuria*." The wishes of the bankrupt are not consulted. The resolution of the creditors is the basis of the order of transfer, and the *sine qua non* of the Commissioner's jurisdiction to make it. In the present case the debts exceeded £300, and there was no resolution of the creditors in respect to a transfer of the case to the county court. By the 4th section of the last Bankrupt Act, upon any vacancy in the office of commissioner of any country district court, all the jurisdiction of such commissioner may be transferred by an order in council to the county courts. There was no order in council in the present case, and we therefore need not further notice this section. The only other section relative to this matter is the 88th. According to this section, the commissioner "may transfer any petition for adjudication of bankruptcy or judgment debtor summons, and the proceedings thereunder, from the court in any district to the court in any other district, or to a county court having jurisdiction in bankruptcy." The county court judge at Southampton, however, has considered this section as applicable only to a county court to which the jurisdiction of a commissioner has been, by an order in council, transferred. He, therefore, decided in the present case, that, as there was no order in council, and no resolution of creditors transferring the jurisdiction, the order of Mr. Commissioner Goulburn was erroneous. But we think that the commissioner's order is manifestly correct, and that the special wording of the 88th section was intended to specify *country county courts*, and not courts possessing an extended jurisdiction by means of an order in council. The section does not refer to an order in council. Why, then, should it be supposed to mean such? Moreover, unless the order of the commissioner stated that there had been no resolution of creditors in respect to the transfer, the existence of such a resolution ought to have been presumed.

THE General Reception Committee which was appointed at a public meeting held at the Mansion House on the 11th of February to make preparations for the Social Science Congress, to be held in London in the month of June next, have appointed out of their number a Finance Committee, which, by permission of the Lord Mayor, sits at the Mansion House. The Corporation of the city of London are making arrangements to afford the Association the use of the Guildhall, with the adjoining courts and offices; and the Royal Society, in conjunction with the University of London and the

* See ante, p. 122, and 10 W. R. 128.

First Commissioner of Works, have placed Burlington House at its disposal. It is proposed to hold the morning proceedings of the departments at Guildhall, and that the evening meetings shall take place at Burlington House. On this, and other matters of detail, further information will be given to members. The Sixth Annual Meeting will commence on Wednesday the 4th, and will continue till Saturday, the 14th of June. The Congrès de Bienfaisance, which has already met at Brussels and Frankfort, will hold its session of 1862 (by invitation of the Council) in conjunction with the Association, and a member's ticket will admit to both. Members of the Association who propose to read papers should communicate at once with the Executive Committee, at 12, Old Broad-street, W., where every information can be obtained respecting the London meeting. It is not yet decided who is to be the president of the Jurisprudence Department.

IT IS TO BE HOPED that the proceedings of courts martial will be assimilated to that of our civil tribunals. It is impossible to read the proceedings which have taken place, during the recent court martial on Captain Robertson, without being convinced of the insufficiency of such a court of inquiry, as at present constituted, to deal with these cases. Thirty days have been consumed in the hearing of a case which, we may confidently assert, would not have occupied more than a week or ten days at the outside, before one of the courts at Westminster. A considerable portion of the time was wasted, on account of the extraordinary mode of taking evidence adopted by the Court—that is, by preparing written questions for the witnesses, handing them about from one person to another, recording them, reading them, making objections to their being put to the witnesses, and then closing the court for the purpose of considering the objections. The re-duplication of evidence, the admission of irrelevant and immaterial evidence, and of counter-evidence tending to destroy the credibility of witnesses, were also most unsatisfactory features in the case. The case in many other respects is a very lamentable one, and confers little credit upon martial jurisprudence. These matters, as every one must perceive, are necessarily the occasion of grievous delay and expense, and accompanied, as they have been, by many other incidents of an exceptional character, seem to reveal a defect in one branch of our jurisprudence, which it would be well for Parliament at once to consider and remove. Further, it is impossible to doubt that the imperative application to such a case as Captain Robertson's of the common law practice of trial by jury (even though such jury was so far special as to consist of military men), and of the well-tried rules and principles of evidence, would at once remove most of the grievances which, in the opinion of most civilians, attach both to the case as it now stands and to the practice of which it is an ordinary instance.

A DEPUTATION respecting the Prosecution Expenses Bill had an interview on Saturday last with Sir George Grey. The deputation consisted of Mr. R. S. Gard, M.P., Exeter; Mr. W. Morrison, M.P., Plymouth; Captain Gray, M.P., and Mr. Thomas Barnes, M.P., Bolton; Mr. H. Munton, mayor of Birmingham; Alderman Sir John Ratcliff, Alderman Phillips, Alderman Hodgson, Alderman Turner, Mr. Kynnersley, stipendiary magistrate, and Mr. Standbridge, town clerk, from Birmingham; Mr. R. Wolfender, mayor, Mr. J. Knowles, town clerk, and Mr. C. Naylor, borough treasurer, from Bolton; Mr. James Clay, M.P., Joseph Somes, Esq., M.P., Alderman Moss, Alderman Bannister, and Mr. Wells, town clerk, from Hull; Sir W. Russell, Bart., M.P., Ed. Warner, Esq., M.P., Mr. W. L. Wendham, town clerk, and Alderman Dawbarn, from Norwich; Mr. J. T. Tweed, town clerk, Lincoln; Mr. R. Prall, town clerk, Rochester; Mr. J. A. Turner,

M.P., and Mr. J. Heron, town clerk, Manchester; and Mr. W. Salmon, Bury St. Edmunds. The interview lasted nearly an hour. The Mayor of Birmingham, the Town Clerk of Manchester, the Town Clerk of Bury St. Edmunds, and Mr. James Clay, the member for Hull, spoke on behalf of the deputation. They pointed out the inadequacy and injustice of the present scale of allowances to witnesses, offering to prove by incontestible evidence, if opportunity was afforded them, that actual loss to prosecutors and witnesses was occasioned by the present scale. Sir G. Grey, in reply, frequently referred to the report of the committee which sat when Mr. Walpole was Home Secretary, and stated that although he had no wish to press his Bill, still, having reference to that report, he did not see his way clear to any alteration. He added, however, that if he should reconsider the scale, he would require additional evidence in support of the complaints made by the deputation. This the deputation offered to supply, and the interview terminated. On Tuesday last, another deputation had an interview with Sir George Grey on the same subject. The deputation consisted of the chairman of Quarter Sessions for Pembrokeshire, the Marquis of Salisbury, Frederick Villiers, chairman, Northamptonshire; Mr. Hunt, M.P., Northamptonshire; Mr. Trefusis, Mr. Thos. Barnes, M.P., Mr. Fellowes, M.P., Mr. Spooner, M.P., Mr. Mundy, M.P., Colonel Biddulph, M.P., Colonel Gilpin, M.P., Thomas Charles Higgins, chairman, Beds; Charles Turner, M.P., Viscount Ingestre, M.P., Sir W. W. Wynn, M.P., Mr. Dickens, Sir Charles Mordaunt, M.P., Captain Gray, M.P., Mr. Packe, M.P., Colonel Packe, M.P., Mr. Benyon, M.P., Mr. T. Banks Stanhope, Mr. H. W. Foley, M.P., Mr. W. O. Foster, M.P., Mr. Howe, M.P., chairman, Norfolk; the Hon. W. Egerton, M.P., Mr. R. Knightley, M.P., Colonel Cartwright, M.P., Mr. Marshall, M.P., Baldwin Fulford, chairman, Devon; G. Bentinck, M.P., Mr. Bros, Berkshire; R. Meredith Richards, chairman, Merionethshire; the Earl of Dudley, the Earl of Bective, Hon. Colonel Duncombe, chairman of Huntingdonshire; Baldwin Leighton, chairman, Salop; the Rev. J. Wilson, chairman of New Holland, Lincolnshire; Edmund Ashworth, Esq., Lancashire; Hastings Russell, Bedfordshire; A. Smith, Herts; and Lord Burghley, M.P.

THE Bristol Law Library Society have presented to the House of Lords the following petition on the subject of the Title to and Transfer of Real Property:—

That your petitioners have considered the numerous measures introduced into your Lordships' House on this subject, and especially the Bill presented by the Lord Chancellor, and venture humbly to lay before your Lordships the principal points which, from their practical experience in the management of conveyancing, your petitioners consider should be kept in view, if any system for the registration of titles be established.

First.—They conceive, that, in accordance with most of the Bills presented to your Lordships, registration should be optional. To render it obligatory, whilst its results are untried, and whilst so much difference of opinion as to its value exists amongst eminent lawyers, would expose real property to unnecessary risk, and be felt to be a great hardship.

Secondly.—For registration to be of practical utility in a very large class of cases, it should be competent to the applicant to have his title placed on the register without proving it for sixty years. The great majority of titles cannot be so proved without much expense and difficulty; and your petitioners would urge, that titles commencing with an instrument less than sixty years old should be allowed to be registered. Persons selling under titles thus registered might provide by a condition of sale against being called on to produce the earlier title; but after the lapse of sixty years from the registered root of title, such a condition would become unnecessary.

Thirdly.—Your petitioners believe that the greatest difficulty in the way of an efficient system of registration exists in the complexity of the various interests in which, from the freedom of disposition wisely allowed by our law, landed property is

held. They are convinced that any scheme which shall attempt to record all the estates and rights, both legal and equitable, affecting the property, and to trace their devolution, will burthen the officers of the courts with very onerous duties, and encumber the register with numerous records, all of which must be carefully considered. They would humbly suggest to your Lordships, that the principal object of registration should be to afford security and certainty on the *transfer* of the property; and they would urge that it is only in respect of their power to convey, that persons should appear on the register; and that every person or number of persons competent to convey, whether as owners or as donees of powers of sale (including the necessary consenting parties), and no others, should be registered. In such case the register would consist of a simple record of the nature of the estate or power, which would be conclusive in favour of a purchaser, who, on a transfer of the property to himself, would be substituted on the register for the former proprietor, and the title start from a new root.

Fourthly.—Your petitioners humbly submit that it is essential to the general adoption throughout the country of any registration scheme, that local registries be established. To compel proprietors and their solicitors either to travel to London, first to get their titles registered, and then to record the transfer, or to leave these matters to be transacted by London agents, who can be only imperfectly informed upon them, would be a very great hardship. It would tend to an injurious system of centralisation, and greatly increase the costs to the country client, whilst the business must, from the very nature of the case, be imperfectly performed.

Fifthly.—If the system of registration prove successful, a large portion of the professional *emolument* of solicitors will be affected; and whilst your petitioners would not set up their own pecuniary interest as an obstacle to any measure beneficial to the country, they would respectfully submit that the question of their remuneration, as affected by the proposed change in the law, should be dealt with by Parliament, and not be left to General Orders; so that your petitioners and others may have the means of submitting to your Lordships their views, if need be, on a subject which, as they venture to suggest, is important, not only to their own body, but also (as involving the social status of their branch of the legal profession) to the community at large.

Your petitioners therefore humbly pray your Lordships, that in case any measure for the registration of titles be passed by your Lordships' House, your Lordships will be pleased to provide for the several points urged by your petitioners, viz.:—That registration should be optional: That power should be given to register and establish Titles from a limited period: That only persons competent to convey, and not the owners of all the varied estates and interests in the property, should be registered: That provision should be made for the establishment of local registries: And that the remuneration of solicitors under the proposed system should be fixed by Parliament.

The petition was signed by Mr. C. G. Heaven, the chairman of the Society.

THE SITTINGS OF THE COURT OF CHANCERY for Easter Term will commence on Tuesday, April 15. On that day the Lord Chancellor will sit at Westminster and take appeal motions, petitions, and appeals. During the remainder of the term he will sit at Lincoln's-inn, such days as his Lordship may be engaged in the House of Lords excepted. The Lords Justices will sit at Westminster on the first day of term, and take appeal motions; on Wednesday, April 16, at Lincoln's-inn, appeal motions, appeals petitions, and bankrupt appeals. The days, if any, in which the Lords Justices shall be engaged in the Full Court or at the Judicial Committee of the Privy Council are excepted. The Master of the Rolls will sit at Westminster on the first day of term, and take motions. On Wednesday, April 16, he will sit at Chancery-lane and take the general paper. Unopposed petitions must be presented, and copies left with the secretary on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before they can be put in the paper for hearing. Vice-Chancellor Sir R. T. Kindersley will sit at Westminster on the first day of term and take motions. On the following day he will sit at Lincoln's-inn and take the general paper. Motions, adjourned

summonses, and general paper will be heard on Thursdays, and petitions and general paper on Fridays. Vice-Chancellors Stuart and Wood will take motions at Westminster on the first day and will sit at Lincoln's-inn the remainder of the Term. No cause, motion for decree, or further consideration shall, except by order of the Court, be marked to stand over, if it shall be within 12 of the last cause or matter in the printed paper of the day for hearing. This only applies to the Court of Vice-Chancellor Sir J. Stuart. The Term ends on Tuesday, May 13.

SIR ROBERT PEEL has given notice of the intention of the Government to introduce this session into Parliament a bill to improve the mode of registering deeds in Ireland. The bill will no doubt be framed so as to carry into effect the recommendations contained in the report of the subcommittee of the Incorporated Society of the Attorneys and Solicitors of Ireland to which we referred last week.

THE recordership of Stamford, which became vacant by the death of Mr. Maunsell, has been given by the Home Secretary to Mr. Frederick Flowers, of the Midland Circuit. The appointment of Mr. Flowers has given great satisfaction. He is a native of Lincolnshire, and highly and deservedly popular. Both on the circuit and as leader of his sessions his abilities have been tested, and fully justify the choice made by the Home Secretary.

THE Calcutta public has presented an address of thanks to Sir Barnes Peacock and Sir Charles Jackson, judges of the Supreme Court of India, on their retirement from the Legislative Council.

THE Governor-General of India has appointed Mr. L. H. Bayley, of the Bombay Bar, Deputy Secretary to the Government in the Legislative Department—that is, clerk to the Legislative Council of Bombay.

At the recent annual meeting of the Equity and Law Life Assurance Society, the number of new policies for the year was stated to have been 143, assuring £196,970, and yielding in premiums £6,685. The assets of the Society now amount to £309,335, and the income to £64,191, and the number of policies in force is 1,491, assuring £1,663,678.

GENERAL AVERAGE. No II.

It is a moot point amongst average adjusters whether a general average act should necessarily have the immediate or the ultimate safety of the adventure in view. According as either of these principles is maintained, a different general average category will result. For instance, if the doctrine of general average be deemed to comprise only acts which are necessary for the immediate safety of the adventure, the expense consequent upon bearing up for a port of refuge will be deemed to be a general average expense, while all expenses incurred after the ship and cargo shall be placed in security at that port, will be excluded from the general average category. The fourth resolution of the Congress is to be considered in connection with this question. The resolution does not altogether coincide with the view of either of the schools of adjusters that we have mentioned. It is as follows:—"That the damage done to cargo, and the loss of it, and the freight on it, resulting from discharging it at a port of refuge in the way usual at that port with ships not in distress, shall not be allowed in general average." This resolution, according to the maxim "*exceptio probat regulam*," would seem to constitute losses incurred by discharging the cargo in an unusual manner at the port general average losses. As it is the nature of a general average loss to be voluntary, and, therefore, to be distinctly foreseen, we think that the latter class of losses should have been, *a fortiori*,

excluded by the Congress. Ordinary losses may be foreseen; extraordinary losses, *ex vi termini*, cannot. We are at a loss, therefore, to perceive the soundness of the resolution before us. As regards the positive provision contained in the resolution, we can give it but a very qualified approval. It is not, indeed, desirable that the general average category should be very copious, as such a course would hold out a temptation to fraud; on the other hand, we think that the master of a ship should be strictly held to be liable for all losses and deficits for which he could not satisfactorily account.

The fifth resolution, which was carried at the Congress by a majority of twenty votes to two, is as follows:—"That the loss sustained by cutting away the wreck of masts accidentally broken shall not be allowed in general average." The reasons for this proposition are manifold. In the first place the cutting away a mast in a state of wreck is unavoidable. A mast thus broken interferes with the navigation of the vessel, and is itself the cause of the peril which its cutting away is intended to obviate. The losses contemplated in this resolution are generally of small value, but they are of very frequent occurrence.

The sixth resolution is connected in principle with the fourth, and was carried by a majority of nineteen votes to four. It provides—"That the expense of warehouse-rent at a port of refuge on cargo necessarily discharged there, the expense of re-shipping it, and the outward port-charges at that port shall, when the ship carries on the cargo from that port, be allowed in general average." According to the present law, the inward port charges and expenses of discharging the cargo at a port of refuge are allowed in general average; warehouse-rent is charged to the cargo exclusively, and the re-shipping and outward-port charges are levied on the freight. This discrimination of expenses, that appear to be naturally comprehended under one common head, is founded on the doctrine already mentioned by us—that a general average act should contemplate merely the immediate and not the ultimate safety of the property at risk in the adventure. According to this rule, the inward port charges were clearly indispensable to placing the ship and cargo in safety. The expenses of discharging the cargo do not appear to be strictly necessary for placing it in safety, inasmuch as that object might be readily presumed to be accomplished when the ship had entered the port. Such expenses, however, are very nearly akin in their nature to inward port dues. The rule regarding warehouse-rent is usually defended on the grounds that the cargo alone is benefited by its storage, and that a rule which would constitute this expense, general average should, on the same principle, also comprise losses by theft. It is obvious, however, that the freight is benefited by the safe storage of the cargo; and we also consider that a loss of cargo by theft ought to be constituted a general average loss, just as an extraordinary loss of cargo in consequence of its discharge is made a general average loss by the fourth section.

The maxim *causa proxima non remota spectatur* has a very extensive operation in the law of marine insurance. It was a narrow-minded application of this maxim that mainly led to the apportionment of warehouse-rent and outward port charges on the cargo and freight respectively. The cargo was the interest most immediately served by the storage. Average staters did not look further or observe that the freight was concerned also. According to a like restricted application of the maxim mentioned, the outward port charges were deemed to be not general average but particular average on the freight.

The more nearly the whole contract of affreightment is regarded as one and indivisible, the better will the policy of the doctrine of general average be carried out. That doctrine was in its inception a species of mutual insurance amongst the shippers in an adventure, and that insurance was intended to apply not only to

imminent perils, but also to the ultimate issue of the adventure. Bearing up for a port of refuge, discharging the cargo, storing, and subsequently re-shipping it, are, as it were, parts of the same act, being severally so many efforts to complete a link in the course of the voyage. They were, therefore, properly comprised by the Congress in the same resolution.

The seventh resolution was the only one carried unanimously by the Congress. It runs thus:—"That the damage done to ship, cargo, and freight, by carrying a press of sail, shall not be allowed in general average." This proposition is in accordance with the present law: *Covington v. Roberts*, 2 Bos. & Pull. N. S. 378. The press of sail in that case was hoisted for the purpose of escaping capture. There has been no decision in English law whether a press of sail carried for the purpose of escaping a lee-shore is a general or a particular average loss. We think, however, that the rule in *Covington v. Roberts* was laid down not with reference to the nature of the occasion, but to the general principles applicable to this branch of law. The essence of a general average act is, that it is an extraordinary sacrifice made to avert a calamity not contemplated by the parties to the contract of affreightment. Its most fundamental characteristic is, that it is extraordinary and out of the usual scope or routine of the master's duty. A press of sail is, certainly, in *se*, not an extraordinary use of the ship's apparel. It is merely a use in an unusual degree of the ship's sails. It would be hard to draw the line where the ordinary use of sails ceases and an extraordinary application of them begins. We think, however, that certain applications of the ship's apparel, although not strictly of a general average nature, ought to be deemed as such, provided that their use, or wear and tear, considerably exceeds their ordinary use or wasting, and are resorted to on occasions when the object of such use of the ship's apparel could be equally well accomplished by means of a jettison. As we observed in the former part of this paper, *ante p. 355*, a jettison should be considered as imbuing with its own character those acts or losses for which it may be substituted. The consequence of a different rule will be that the master will always, instead of such acts, have recourse to a jettison; as he would know that such a loss would be paid for without question. We are of opinion, therefore, that a press of sail ought to be deemed to be of a general average nature in those cases where a jettison could be substituted for it.

The eighth resolution was carried at the Congress by a majority of fifteen votes to four, and is as follows:—"That wages and provisions for the ship's crew shall be allowed to the shipowner in general average from the date on which his ship reaches a port of refuge under average, until the date on which she leaves it—the allowance for provisions to be calculated at a fixed rate."

This resolution is opposed to the present rule of English law relating to this branch of "intermediate expenses": *Power v. Whitmore*, 4 M. & S. 141. In that case, indeed, the repairs, during which the cost of the crews' wages was incurred, were particular average only. But in *Phummer v. Wildman*, 3 M. & S. 482, part, at least, of the repairs were general average; yet Lord Ellenborough, in that case, held that the cost of the crews' wages was only particular average. The rule in the United States allows this expense to be general average even in cases where the repairs are only particular average, and it allows the expenses from the date when the ship makes a deviation from the course of her voyage for the purpose of bearing up for a port of refuge. The American point of departure for calculating the expense is, we think, perfectly correct. The American rule, in this respect, was advocated at the Congress by Mr. Bradford, the delegate from Boston, Massachusetts. We regret that it was not adopted by the Congress. The objection that it would lead to disputes as to the period when the dividing point in the journey was

reached is groundless, for the American rule is also the English rule as between underwriters and the assured.

Assuming the American mode of estimating the loss to be correct, we think that the proper mode of determining whether the expenses referred to in the ninth resolution of the Congress are essentially general average or not, is to consider whether the primary cause for bearing up for the port is a general or a particular average loss. *Accessorum sequitur principale*. The cost of the wages at the port ought, we think, to follow the character of the original loss. And this is the principle of the French law: *vide* "Code de Commerce," 400th Article.

The preceding eight resolutions relate to the principles that underlie the doctrine of general average. The last three apply to a peculiar department of this law of the sea—viz., the proper mode of estimating contributory interests in respect of general average. There is no uniform rule adopted in maritime States for estimating contributory values. In one country the ship is estimated at one-half her value, in another at four-fifths, and in a third for her actual value. The freight is sometimes computed at one-half its gross amount; at other times on the gross amount, less wages and port charges, or less wages and provisions. The contributory value of the cargo is also estimated in different ways.

The ninth rule adopted by the Congress runs thus:—"That when the amount of expenses is less than the property finally saved, the contributing values of ships' freight, and cargo ought to be their values to the owners respectively, at the termination of the adventure." There are certain losses of an extraordinary nature, which are not incurred for the benefit of the ship, freight, and cargo. These are called petty averages, and are not comprised in the present resolution. The expenses to which this resolution relates are not ordinary general average losses, but what are technically termed *expensures*; that is, expenses which are to be contributed for, no matter whether the adventure succeeds or fails. The main principle of this resolution is to regard the adventure as simple and indivisible. We give it our entire approval.

The tenth rule is as follows:—"That, when the amount of expenses is greater than the value of the property saved, the proceeds of the property saved ought to be applied towards those expenses, and the excess of the expenses over the proceeds ought to be apportioned as if the whole property had finally reached its destination. The first part of this proposition tends to discourage the preservation of wrecked property. We think, therefore, that it ought not to have comprised *all* the property saved. The civil law is the very reverse of the rule before us, and according to that code no wrecked property contributed for a general average loss previously sustained, but reverted to the owner *tantum ex incendio*. This is faulty, as it would discourage jettisons or other general average sacrifices being made on certain occasions. A certain proportion of the property saved is what, perhaps, ought to have been fixed upon.

The last rule propounded by the Congress is—"That, in fixing the value of freight, the wages and port charges up to the date of the general average act ought not to be deducted, and the wages and port charges after that date ought to be deducted from the gross freight at the risk of the ship's owner." The principle of this resolution is sound. Nothing should contribute in general average but what was preserved by means of the act in respect of which contribution is levied. The wages and port charges incurred prior to the general average act are at stake; those incurred subsequently to such act are not at any risk. They will not be incurred unless the ship shall escape the peril to avert which the general average act is made. They are not, therefore, preserved by such act, for they are not *in esse* at the period in question. Wearing apparel,

passengers luggage, provisions, and warlike stores (*Brown v. Stapilton*, 4 Bing. 119) do not contribute. All other property at risk in the adventure contributes, as a general rule, according to its value at the ship's port of destination.

We have not been able in the compass of these papers to do full justice to the interesting questions involved in the Glasgow resolutions. This branch of maritime law has not given rise to much litigation, disputed points being generally left to the opinions of average adjusters. The reader who wishes to examine the subject more fully will find it well treated in Arnold, or Park, on Marine Insurance, or Benecke's "Principles of Indemnity."

UNPROFESSIONAL ADVOCATES.

[COMMUNICATED.]

The subject of unprofessional advocacy in our county and police courts, and before justices of the peace, has lately attracted much attention. The old adage, that "What is everybody's business is nobody's business," appears in this matter to receive a full illustration, for beyond a growl now and then from some member of the profession, more than ordinarily disgusted with the subject, nothing is done to put a stop to the doings of those who figure before these minor tribunals as advocates, without possessing any right or qualifications whatever to do so. It is certainly very remarkable that county court judges and police magistrates who, from having been members of the Bar, must be fully alive to the importance of having cases brought under their consideration discussed by qualified practitioners, should tolerate the appearance before them of unqualified persons. Justices of the peace, not being all of them lawyers, may plead some excuse in the matter, but even they do not long remain in ignorance of the impropriety and illegality of permitting such persons to appear before them under the pretence of being professional advocates. It has been said that the class of cases in which such persons usually appear are not such as it would be worth the while of an attorney to attend to, or such, in fact, as he would attend to, or, if he would, that the expense of his attendance would be such as neither plaintiffs nor defendants could afford. To this it may well be replied, that so long as the presence of unqualified persons before the tribunals mentioned is acknowledged, the attorney will have little or no opportunity of appearing in such cases, or of convincing plaintiffs and defendants that not only would their cases be much better treated, but quite as cheaply, if not more so. It cannot, however, be expected that attorneys will resort to the same practices as these pseudo lawyers to obtain business, and matters will no doubt continue as they are until the proper steps are taken to enforce the law applicable to the subject. The privileges and functions of attorneys as advocates are now commonly usurped by agents to debt-collecting societies, persons alleging themselves to be attorneys' clerks, and by policemen; and there can be no doubt that the admission of such persons to practise in our courts is as detrimental to the interests of the public as it is to those of the attorney, and it appears probable that if some step is not soon taken to prevent it, the advocacy business of an attorney will soon cease altogether. Advocacy, however, is not the only branch of professional business trespassed upon by unqualified persons. It is well known that agents are common everywhere who prepare agreements, leases, and assignments, amongst whom may be enumerated estate agents, land surveyors, and accountants. The fair profits and earnings of the profession are thus dishonestly diverted into channels into which they were never intended to flow, and to prevent which an express penal enactment has been passed.

The remedy for all this mischief appears to be not only very ample but very simple, and requires but one ingredient to make it effective,—and that is, moral courage on the part of the members of the profession to assert their rights and defend themselves against the usurpation of their high calling which threatens their ruin.

The Acts 6 & 7 Vict. c. 73, s. 2, and 23 & 24 Vict. c. 127, s. 26, afford ample means of redress for the grievances complained of. If those who have to administer the laws will administer them in their integrity—if county court judges, magistrates, and justices of the peace, while administering the law in their respective provinces, will bear in mind the sections of the Acts above referred to, and deal with all unqualified persons appearing before them as advocates accordingly; and if, when they have done their duty, the profession generally and the Incorporated Law Society in particular will do theirs and enforce the penal clause of the Act 23 & 24 Vict. c. 127, against these *quasi* advocates and all other trespassers upon the domain of the attorney, a very short time will suffice to put an effectual termination to the practices of unqualified persons which now form a ground of just and serious complaint.

LAND TRANSFER SCHEMES. No. VI.

CONVEYANCING NOT IN THE STATUTORY FORM.

The owners of registered land, who may prefer to retain the present method of expressing their purposes in their dealings with it, by recitals, and covenants, and provisions, may reserve that power to themselves, subject to the conditions of having all their deeds printed, and of registering every deed. The original or a copy of any instrument not in the statutory form conveying, mortgaging, or charging the estate, is to be sent to the Registrar by the grantee or person taking benefit by the instrument, within two days after the execution of it; if a copy be sent, it is to be attested by a solicitor, and compared with the original in such manner as the Registrar directs, and he may require the production of the original—in other words, every deed affecting any interest in every square yard of registered land in England is to be submitted to a public officer in London, if he requires to see it. As soon as the Registrar has received the original, or copy of any instrument, it, and the estates, or interest created or affected thereby, is to be deemed to be duly entered on the registry; the Registrar is forthwith to make an official note of reference to such instrument in the Record of Title, or Registry of Incumbrances, as the case may be, and the legal effect of such instrument shall be afterwards duly entered in the Registry, and the form of entry settled by the Registrar or by the Court of Chancery, in the method and under the circumstances prescribed by the 17th section. We imagine that the entering up “forthwith” of the “legal effect” of every stipulation and condition, contained in every instrument, which relates to any registered land, will necessitate great expense, by requiring the presence in the metropolis of the parties and their solicitors, and will absolutely prevent sales or dealings with landed estates where the consideration money would be small in amount, and the intended arrangements of the parties of such a character that it would not be worth while (and, indeed, very often it would not be worth while) to incur the obligation of a *quasi-judicial* statement and ascertainment of the precise nature of those arrangements. We apprehend that it is very often the case, that persons who create mutual rights by deed relating to real estate, under the present system, rely upon the spirit of the arrangement and hold themselves bound by that spirit, although it may be clear that their advisers have not succeeded in expressing exactly or correctly the intention of the parties con-

cerned. Under the new system such an honourable and sensible course of behaviour will be almost impossible; for it seems clear upon the Bill, that the Registrar is obliged to enter up his official note of every deed on the Register, and then a judge of the Court must interfere and determine judicially, what the parties may feel disinclined to submit to his judgment. We must remark further that the delay and the litigation which will be inevitably incidental to this public abstracting of the essence of all documents, will, in our judgment, be a great hardship upon registered landowners. Notice of every instrument affecting the ownership, or the right to receive registered mortgage money or money due on any registered incumbrance or charge, is to be given to the Registrar who is to note the same in the Registry of Incumbrances. Transmissions of interests either on death or bankruptcy are to be registered, and no judgment of a Court of Law, or of any other Court, is to affect registered land until such judgment is registered. A memorial of a will may be entered on the Register instead of a copy of the will; such memorial to contain only such parts of the will as affect the registered land. The Registrar has power to require the proof of the execution of an original deed, will, or instrument, and the exactness of every copy or memorial in such a manner as he thinks proper. This provision seems to threaten a very considerable amount of expense, inasmuch as the proof of such matters as these, in the metropolis, when they relate to any transaction affecting registered land anywhere in the kingdom, will become a much more important and expensive thing than the private attestation and examination of deeds at the place where the parties concerned live. But it is evident that the indefeasibility, which is the object of any land registration scheme, cannot be fitly granted unless the public officer, whose duty it is to receive and record instruments of title, has the means of satisfying himself, by satisfactory evidence, of those matters which, in private transactions, are generally within the personal cognizance of the parties concerned, or of their advisers. Every memorial and all evidence of matters relating to registered land, which the Registrar deems important, and every deed, will, or instrument, under which any right or interest in registered land is affected, is to be printed before it is registered. As in the case of deeds and other private instruments of contract, so in that of judgments, orders, or decrees, the Registrar is to make an official note of the effect of them in the Record of Title of the person whose estate is thereby affected. Such official note may consist of a reference to the instrument in question, or of an extract or statement of the effect of the instrument, or of an intimation that no disposition is to take place without the consent of some person named, or of such matters and in such form as shall be directed by formal orders. We might repeat the observations which we made concerning the 87th section, as being in our judgment applicable in the proper consideration of the 96th, for it seems probable that there will be great difficulty in ascertaining and putting into a satisfactory and definite shape the exact complete meaning of every decree, order, or private stipulation, concerning every dealing with registered land. Upon the application of the person entitled under any registered instrument, or upon being satisfied that the purpose of such instrument is determined or satisfied, the Registrar may remove such instrument from the register, or cancel any official note thereof, and henceforth such instrument, and any removal thereof may be destroyed, or otherwise dealt with as the Registrar thinks fit. There may be serious difficulties in working the actual registration of deeds if the clauses of the Bill, which we have just considered, are passed as they stand. If a deed of settlement in the present form, for example, affecting an interest in registered land, is executed, an official note of reference is forthwith and first to be entered on the Record of

Title; then the legal effect of such deed is to be afterwards entered on the same Record, and, lastly, a printed copy of the deed is to be filed in another register. If there is any discrepancy between these three entries, it will be difficult to believe that the grievances will not be properly attributable to the introduction of the new system, and not less difficult to understand how the grievance is to be simply or cheaply remedied. No dealing with registered land, nor any instrument or transaction affecting the same, or any interest therein, is to be completed, entered, or noticed on the Registry, or in any manner take effect until the Registrar is satisfied that the stamp and *ad valorem* duties, which would be payable in respect of the same matters, had been duly paid. This section would seem to enact that no part performed contract for the purchase of a registered estate shall in any manner take effect until the stamp duty upon the deeds, which are ultimately to be executed, shall have been paid. It will be a little alarming if vendors of registered land find that they cannot be sure of their bargains, or even make one at all that is binding in any way, unless the purchasers pay not the purchase-money, but the stamp duty upon a conveyance, which possibly cannot be prepared for some time after the contract. It may not be a senseless interpretation of the section to read it, as enacting that sale and possession of registered land, had under a written agreement, are not "in any manner to take effect," so as to create an interest if that agreement purports to lead the way to the execution of a formal deed of conveyance, for until the stamp duty on that conveyance had been paid, it could, perhaps, not be affirmed that the *ad valorem* duties to Government, in respect of the matter had been duly paid.

NOTICE.

No purchaser for valuable consideration, claiming under any statutory disposition, shall be affected by or deemed to have any notice whatever of any registered deed, will, instrument, memorial, or fact, of which an official note is not made on the Record of Title; and no person claiming under a registered instrument, as a purchaser for valuable consideration, shall be affected by or deemed to have any notice whatever of any deed, instrument, will, judgment order, decree, lien, fact, or evidence, not appearing on the Register. The 102nd section enacts, that the entering of any estate, charge, or claim on the Record of Title shall be notice to all persons of the existence of the estate, charge, or claim described therein. If these provisions become law it will probably not be safe for a purchaser for value of any interest in registered land to content himself concerning the ownership of his vendor by ascertaining the formal and satisfactory registration of a statutory conveyance to that person in the public register, although such registration might, under the 102nd section, seem to be conclusive evidence of the existence of such vendor's estate, for the earlier part of the 101st section seems to make the entering of official notes of any facts affecting the land, the absolute and obligatory notice of such facts; and they might consist of some death or marriage, or transmission of interest, or bankruptcy, which would deprive an owner, registered as grantee only on the deed register, of any interest. It is evident, at any rate, that land-owners must take the utmost care to have an official note of every "fact" affecting or relating to every portion and interest in their landed property put upon the Registry at once, and it may be worth while to repeat an observation which we have already made more than once, that if the Registrar, or his subordinate clerks, should omit to enter anything, or should enter anything wrongly, great difficulties will ensue, and titles may easily become altogether unmanageable as well as unsaleable, until, by a Chancery suit, the parties concerned have remedied what under the present system could have been explained and completely corrected at a cost probably of £10.

No person taking by gift or under a merely meritorious consideration would come within the benefit of the 101st section: in other words, all such persons, even if registered, would under the new system; be capable of notice of all deeds, wills, instruments, memorials, or facts affecting the title, although no official note of such things was entered, and although none of them were registered. It is not expressly stated in the Bill whether a purchaser for value, claiming under an owner who came in without valuable consideration, would be entitled to the benefits of the 101st section, and it seems questionable whether such subsequent purchaser, in buying from a person who was amenable to private and constructive notice, would not be held to take under such disadvantages and disabilities as affected the *status* of his vendor. We may, in passing, make an observation which will suggest itself to every reader of this Part of the Bill—namely, that clearness and definiteness of enactment are of the last importance in such a measure, and that if any doubt seems reasonable upon language or meaning that doubt should not be ignored.

GENERAL PROVISIONS TO FACILITATE REGISTRATION.

The 103rd section enables a Judge in Chancery at the instance of a landowner applying for registration (by any method apparently) to discharge the title and the land from any charge or incumbrance by way of security, by assessing the amount or value of such charge or incumbrance, and permitting the payment into Court of that amount, and where any part of the money to arise from a sale of registered property is not immediately distributable, or the persons cannot be fully ascertained, or where there might be under ordinary circumstances a difficulty as to the sale or conveyance of an estate by reason of the persons who may become entitled under any limitation or gift not having come into *esse*, or not being fully ascertained, or where, from any other cause, it shall be deemed expedient for the protection of the rights of the persons interested, or that may become interested, so to act, it shall be competent for one of the judges in Chancery on any application for that purpose made with the concurrence of the Registrar to direct any sale to be made, or to direct the proceeds or any sum of money arising from such proceeds to be paid into the Court of Chancery or otherwise invested, and to declare the account, of purpose, to or for which such money is to be transferred or holden, and afterwards to make all such orders touching such money, and the investment, application, and distribution thereof, as the circumstances of the case may require. There are certain powers conferred upon the Court of Chancery by this section which seem to promise the removal of many of the landmarks of equitable jurisprudence, but we perceive that the Court is not to be put in motion unless and until the Registrar concurs in the application, and until, we presume, he has, after examination of the title and circumstances of the business, convinced himself that it would be both safe and expedient to convert the interests or claims of unborn or unascertained persons into money. The language of the section seems wide enough to empower a sale of the rights of persons, whose interests and probable condition of ownership, it would be impossible either to define or predict, and we presume that the most general motive to action, on the part of the Court, in a case within the section, will be the opportunity of obtaining a very advantageous bargain, under circumstances which might probably not again occur. But everyone who knows anything of the manner in which the judges of the Court of Chancery exercise their discretion in dealing with the interests of infants and of unascertained persons (in the few cases in which, by statute, power to affect these interests has been conferred) will expect that the increased jurisdiction conferred by the 104th section of Lord Westbury's Bill will be

cautiously and sparingly used. All such deeds and evidences of title, relating to land registered either with or without a guarantee of title, as are produced to the Registrar, or as are required by him to be produced, shall be stamped or indorsed by the Registrar, so as to give notice to any person to whom such instruments may afterwards be produced, that the land comprised in them, or some portion of it, had been registered. If the persons who own, or are interested in, registered land continue to use the present method of conveyancing, every instrument affecting the title must be registered, as we understand Lord Westbury's Bill, in two distinct public records or registries, and must also be indorsed or stamped with a notification of the purport of the public registry, relating to the land or any portion or interest in the land, comprised in such instrument. There will be concurrent public and private registry of every transfer or dealing with any interests. What the dealing actually has been will, we presume, be properly and absolutely ascertainable only from that public record which is to contain the entries of official notes. The instruments of title, which are to be indorsed, being only, as it were, the private arrangements of the parties by a verbose and flexible and natural method of expression, which arrangements are to be ultimately and immediately translated into the statistical language of a semi-public index. Questions concerning priorities between incumbrances are to be settled by a judge of the Court of Chancery, on summons either in Chambers or in Court, if the Registrar reports that such questions have arisen.

RESTRAINTS OF CONVEYANCE.

If under the present and (as we imagine, at least, in such an instance) natural method of managing such a transaction, a country gentleman, tenant for life of landed property, and his eldest son, of age, tenant in tail in remainder, were desirous of modifying the father's powers of selling, or mortgaging, or leasing, they would instruct their professional advisers privately to settle a deed which should explain everything by explicit recitals, and accomplish their purpose by the most studied and elaborate stipulations. If the same transactions should be proposed after the Lord Chancellor's Bill has become law, and after the family estate has been registered, it seems that the father and son cannot accomplish it without not only taking the Registrar of Landed Estates into their confidence, but also (if the father has used the discretion afforded to him by the 107th section) obtaining the Registrar's approval of the arrangement. If the tenant for life should—"for his own sake"—in some moment of unmanliness request the Registrar to put fetters upon his power of doing what he likes with his own, it may be exceedingly awkward to have to wear them afterwards so long and in such a manner as the Registrar or his successor considers to be expedient. But we shall be surprised if country gentlemen are so enamoured of the new system that they will put themselves, estate, body, and soul, on moral grounds, into the keeping of a public officer in the metropolis. It seems to us that this rendering up of the power of self-government by land-owners is a novel incident in that part of the legislation of the country which relates to real property. The 108th section, indeed, enacts that it shall not be the duty of the Registrar to enter upon the records (which will be the charter of his government over self-surrendered landowners) any restriction which he may deem unreasonable or calculated to cause inconvenience. His discretion will be governed partly by the amount of work which he has to do, and partly by his love of power or of meddling in other men's affairs; and the Court of Chancery is to have the power of setting aside any restrictions which the landowner and Registrar together have created, so that wise sons may yet save foolish fathers, al-

though these will be tried by a novel temptation. Restrictions upon the transfer, or charging of registered land or charges, may be created upon application by the registered proprietor, or of some person beneficially interested, to prevent such transfers or charging, unless notice of any application is sent by post to a prescribed address, or unless some prescribed consent is given, or unless some other thing is done as requested by the applicant, and approved by the Registrar. The Registrar is to make a note of such conditions in the record of title of the applicant, and such conditions may be withdrawn or modified at the instance of all interested persons who are registered. The Court is to have the power of exercising the jurisdiction conferred by the Trustee Act, 1850, and Amending Acts, for the purpose of authorising or compelling transfers of registered lands, or charges. Y. Z.

The Courts.

COURT OF CHANCERY.

(Before the LORDS JUSTICES.)

March 21.—In Bankruptcy.—Ex parte Bond, In re Bond.—This was an appeal from a decision of Mr. Commissioner Hill, suspending the order of discharge of the bankrupt, an engineer, carrying on business at Bristol, for eighteen months, and withholding protection, on the ground principally that he had by means of a false allegation, to the effect that a certain bill of exchange was an ordinary trade bill, the same being, in fact a mere accommodation bill, obtained the discount thereof. The false allegation was denied by the bankrupt, although insisted on by the Messrs. Grimes or one of them, who had discounted the bill. It was contended, in support of the appeal, that the case did not come within the 221st or 159th sections of the Act of 1861, and that there was no power beyond those sections to deal with the question of a bankrupt's certificate or discharge, the 256th and 198th sections of the Act of 1849 having been repealed. On the other hand, in support of the commissioner's order, it was submitted that, inasmuch, as the bankruptcy took place in September, 1861, whilst the Act of 1861 did not come into operation until October, the proceedings in the bankruptcy were "pending proceedings" within the meaning of the 230th section of the Act of 1861, and therefore that the present case must be governed by the law as it stood prior to the Act of 1861, and that the judgment of the Commissioner could not be impeached.

Mr. Bacon and Mr. Osborne were for the bankrupt; Mr. Collins was for the assignees, but did not oppose; Mr. Beale was for the opposing creditor.

Mr. Osborne, in reply, contended that the Court had no power under the 230th section, or any other section of the Act of 1861, to inflict penalties for offences, for which, under the repealed sections of the Act of 1849, penalties might have been inflicted, but in respect of which the Act of 1861 provided no penalties.

Lord Justice KNIGHT BRUCE said that the question was as to the effect of a misrepresentation alleged to have been made by the bankrupt to the Messrs. Grimes, or one of them, who discounted a bill for him, of the nature and character of that bill. It was stated by the Messrs. Grimes, that, though the bill was an accommodation bill, the bankrupt stated to them that it was a trading bill. The bankrupt denied having made any such representation. The commissioner, however, believed the evidence of Messrs. Grimes. But another question of law, and one which did not appear to have been argued at all before the commissioner, had been taken before their lordships on the appeal, to the effect that if the Act of 1849 governed the present case, yet the 230th section of the act of 1861 did not carry forward the penalties inflicted by the repealed sections of the Act of 1849 in respect of the offences for which no penalties were enacted by the Act of 1861. As to the matter of fact he (Lord Justice Knight Bruce) was not satisfied as to the accuracy of the recollection of the Messrs. Grimes, or either of them, in reference to the fact in question; and on the question of law his lordship thought that upon the particular words of the Act of 1861, it was an obscure, difficult, and doubtful question whether to a point of this description, arising as it did, the Act of 1849 was applicable or inapplicable. He trusted the question might soon be brought before the Legislature for the purpose of ob-

taining a declaratory Act one way or the other. Considering, therefore, the obscurity in the facts and the doubts in the law, his Lordship thought the best and right course was to order an immediate discharge to issue.

Lord Justice TURNER concurred, observing that he should have reserved his judgment if it had been necessary to express a final opinion on the construction of the 159th and the 230th sections of the act of 1861. The costs of all parties to come out of the estate.

ASSIZES.

HOME CIRCUIT.

LEWES.

March 24.—Mr. Justice Wightman opened the commission in this town to-day. There were 23 causes entered for trial, 18 of which were marked for special juries.

MIDLAND CIRCUIT.

DERBY.—CROWN COURT.—(Before Mr. Justice Williams.)

March 21.—Joseph Shaw, solicitor, Derby, was placed in the dock to receive sentence for eleven forgeries to which he had pleaded guilty. The particulars of this case have already appeared.*

The learned JUDGE said—The facts appear to be, that you, from your high character as a respectable solicitor, enjoying the confidence of the public and of your clients, abused the trust reposed in you; and in the desperate effort to maintain your position in society, entered upon and persevered in a course of fraud, dishonesty, and forgery that has but few parallels in the history of crime—a career which you well knew a few years ago must have closed by your death on the scaffold. The sentence of the Court is that you be committed for 15 years to penal servitude.

OXFORD CIRCUIT.

SHREWSBURY.

March 22.—*Jeffreys v. Onions and Another.*—The plaintiff in this action sought to recover a sum of £92 12s. 6d., due to him. The defendants pleaded that they obtained a certificate under the private arrangement clauses of the Bankrupt Law Consolidation Act (12 & 13 Vict. c. 106). As the issue was upon the defendants, they began by putting in the bankruptcy proceedings, from which it appeared that the Commissioner had granted the defendants their certificate, but when the evidence upon which the certificate had been granted was gone into, the learned Judge held that it did not prove the carrying out of the proposal. The composition not having been paid to the plaintiff, the defendants' case was that the plaintiff had dispensed with a tender of the composition, which, it was contended, was equivalent to payment; but, as the dispensation had taken place before the second meeting, when the composition was finally accepted, the learned Judge held that it did not dispense with a tender, which ought to have been made afterwards. Under these circumstances his Lordship said he should direct a verdict for the plaintiff. It was then contended by the defendants' counsel that the certificate was conclusive, inasmuch as it was the duty of the Commissioner, before granting it, to ascertain whether the proposal had been carried into effect. The learned Judge held the contrary, but proposed to give leave to the defendants to move to enter a verdict in their favour, if the Court should think otherwise. The plaintiff's counsel, however, objected to this leave being given; and, therefore, in the result his Lordship directed a verdict to be entered for the plaintiff, but stayed execution, in order to give the defendant an opportunity of raising the point before the Court by a motion for a new trial.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner FANE.)

March 22.—*In re the District Savings Bank (Limited).*—A meeting was held to-day for settling the list of contributors. Among those whose names were settled on the list were the following:—

Mr. Bartlett, who said he had never seen his shares.

Richard Banwell, who stated that his was a loan share. It appeared that it was the rule of the company that no person should receive a loan unless he or she became a shareholder.

James Ratcliff, who appeared in the costume of a policeman, said he had nothing whatever to do with the bank. He had been asked to become a shareholder, but declined.

Mr. Rozburgh said the name was on the register.

The COMMISSIONER said it seemed rather an unreasonable thing that the register of a company should be decisive as against every person whose name was entered on it.

Mr. Rozburgh said that the law was so, but the 25th section of the 19 & 20 Vict. c. 47, provided that upon motion the Court might order the register to be rectified.

MIDDLESEX SESSIONS.

(Before Mr. BODKIN, Assistant-Judge.)

Henry Cross, a solicitor, was indicted for obtaining by false pretences, from Mary Ann Roles, the sum of £50, with intent to cheat her. The particulars of this case have already appeared.*

The jury found the prisoner guilty.

The JUDGE said the case was a very gross one. Were it not for the fact that his conviction would have the effect of removing him from a profession which he had so disgraced, the sentence upon him would certainly be one of penal servitude. Under the circumstances, the sentence upon the prisoner was that he be kept to hard labour for two years.

WEST INDIAN INCUMBERED ESTATES COURT.

(Before H. S. STONOR, Esq., Chief Commissioner.)

March 26.—*Re the Devises of Thomas John Parker (deceased), Owners; Ex parte Wm. Gregory Dawkins, Petitioner.*—In this case special leave had been obtained by Sarah Mackenzie Wilkinson and Henry James Parker, to file objections to the order for the sale of "Chesterfield" estate, included with other extensive estates in the Island of Jamaica in the same petition.

Mr. Bull appeared in support of the objections.

Mr. Smith opposed.

The objections were substantially, that estates originally included in one incumbrance, but now subject to different incumbrances, and so far held under different titles, were included in one petition and abstract.

The CHIEF COMMISSIONER overruled the objections, but ordered that the costs of the objections should be paid out of the estate, and intimated that as a general rule in similar cases, separate petitions and abstracts of title ought to be lodged.

Order for sale made absolute.

COUNTY COURT OF SOUTHAMPTON.

March 25.—*In re Gollop.*—Mr. C. J. Gale, the judge of this court, delivered his opinion in this case as follows:—

In the case of this bankrupt an order was made by Mr. Commissioner Goulburn to transfer to the county court of Southampton all further proceedings in it. What took place before the learned commissioner is reported in the London journals of the 13th instant. I have already said that there is no foundation for the statement made to the commissioner that I had refused to act on such an order. In fact, no such order has ever been made before to transfer bankruptcy proceedings to any court of which I am judge. The question does now arise, whether the order confers any jurisdiction on this county court, and I am of opinion that it does not. It is impossible to deny that a review of the last Bankruptcy Act shows a general intention of the Legislature to confine the jurisdiction of the county courts to the less important cases, leaving the others to be dealt with by the commissioners of the Court of Bankruptcy and of the country districts. The county courts are not entrusted with a power to issue a judgment debtor summons (sect. 78); and an original jurisdiction to adjudicate a man a bankrupt is given only where his debts amount to a sum not exceeding £300. There is, however, a section (109) which directs that after adjudication in bankruptcy a meeting of creditors shall be held, at which it shall be lawful for the creditors to resolve "that the proceedings in the bankruptcy shall be transferred to, and thenceforth prosecuted in, the county court of any district," &c., and the Court shall order the same accordingly upon being satisfied that "such resolution was duly made." This provision seems to have been framed in accordance with the maxim, "*Volenti non*

* See *Ante*, p. 339.

* See *Ante*, p. 379.

at injuria." If the creditors choose to be satisfied with the inferior tribunal they may. The wishes of the bankrupt are not considered at all; he must put up with the county court whether he likes it or not, and cannot insist upon having the benefit of the superior learning and ability of the bankruptcy commissioners. It is, however, contemplated by the Bankruptcy Act that by some means or other the county courts at some future time may become fit to be trusted with a general jurisdiction in bankruptcy. Section 4 enacts that upon any vacancy in the office of commissioner of any country district court, her Majesty shall have power, by an order in council, to transfer to the judges of the county courts all the jurisdiction, power, and authority of such commissioner. In the present case the bankrupt's debts exceed £300, and there has been no resolution of creditors to transfer the proceedings, nor has there been, nor could there have been, any order in council. So far, therefore, there is nothing to give jurisdiction to this court. I imagine, for it does not appear in the order of the commissioner, that it has been made by the supposed authority of section 88. That enacts that every petition in bankruptcy shall be filed and prosecuted in the Court of Bankruptcy within the district of which the debtor shall have resided and carried on business for a certain time. But the court in London "may order any such petition to be prosecuted in any district, with or without reference to the district in which the debtor may have so resided," &c., "or may transfer any petition for adjudication of bankruptcy or judgment debtor summons, and the proceedings thereunder, from the court in any district to the court in any other district, or to a county court having jurisdiction in bankruptcy." I suppose the last words are relied on as showing that the court in London may transfer the proceedings to any county court. But I conceive these words mean a county court having a general jurisdiction in bankruptcy by virtue of an order in council. These words were, I think, inserted from caution, to meet the case of an extinguished country district. If they were not in the Act, it might have been said that that case was not provided for, and that the court in London could not transfer to a county court which had been invested with the jurisdiction of the country district court, but that it could send to a district court only. The words "having jurisdiction in bankruptcy" mean the same thing as "which has jurisdiction in bankruptcy," or "which has already jurisdiction;" and the only matter which, as it seems to me, the section is intended to affect is, in which of the courts so having jurisdiction the bankruptcy or judgment debtor summons shall proceed, and that it is not intended to create a jurisdiction at all. It is contrary to the general scope of the Act that a commissioner should be able by his order to invest a county court judge with unlimited jurisdiction. It also appears irreconcilable with the 109th section; for if upon a mere motion by a creditor, or (as in this case) without motion, he has such power, what occasion would there be for a provision that a majority of creditors may resolve to transfer the proceedings to the county court, or for the judicial inquiry by the commissioner whether "such resolution was duly made?" Can it be contended that the commissioner has the power to deprive the creditors of their option to have the proceedings in the superior or inferior court; and that he has the power of forcing them upon the county court, which for many reasons may be most objectionable to them? There is a most important difference in the language of the 88th and 109th sections. In section 88, where the transfer by the order alone of the court in London is spoken of, it is said the court may transfer "to a county court having jurisdiction in bankruptcy;" while in section 109, where the transfer is to be consequent upon a resolution of creditors, it is to be "to the county court of any district other than the metropolitan district." In debate in the legislature it was never intimated by any one that a power would be given to the Court of Bankruptcy at once to confer unlimited jurisdiction on the county courts. If any clause in the bill had been supposed to have such an effect it would most probably have been opposed in one or both Houses of Parliament; but I believe no such thing was ever dreamt of. Of course I am aware that the language of a debate in Parliament is no authority for the construction of a statute, and I refer to it only to show that the view I take is not opposed to any anticipated effect of the Bankrupt Act. I have very great respect for the opinion of Mr. Commissioner Goulbourn, who made the order of transfer in this case, and if it had appeared that he had had the whole matter before him I should be disposed to defer to his authority. That course, however, would have been hard on the creditors and the bankrupt, as it would leave the validity of his discharge, and of any civil or criminal proceedings in the case,

subject at a future time to litigious question. On the whole, it seems to me that I ought to abstain from all action on the commissioner's order until the regularity of it has been decided upon by a superior court. It has been stated that the creditors of this bankrupt reside at Southampton; and if it was their wish that the proceedings should go on in this court I regret that they did not pass the proper resolution to that effect, which would have prevented all difficulty.

POLICE COURT.—BOW STREET.

March 22.—Mr. Benjamin Hotine, a fishmonger in Lime-street, Leadenhall-market, was brought up in custody of Sergeant Wallis, of the detective force, upon a warrant charging him, under the Act 6 & 7 Will. 4, for the registration of births, deaths, and marriages, with having made false statements of the particulars required by that statute to be stated to the registrar with reference to the registration of the birth of a child.

The prosecution had been instituted by the solicitors to the Treasury, on the advice of the Attorney-General. Mr. Clerk appeared as counsel for the Crown, and the prisoner was defended by his solicitor, Mr. Skegg.

In July last the prisoner sued as a petitioner in the Divorce Court for a dissolution of his marriage, in November, 1838, with Mary Anne Sanders. In that petition he alleged that his wife had left him in 1839, and had since been living in adultery with a person named Foxhall, the co-respondent. The Queen's Proctor intervened in that suit, alleging that the petitioner had himself been living in adultery 20 years. Hotine then applied for and obtained permission to withdraw his petition. From the evidence in support of the intervention of the Queen's Proctor it appeared that the defendant (then petitioner) had kept as his wife a woman named Robins, by whom he had six children, born respectively in the years 1844, 1848, 1851, 1853, 1855, and 1857, all of whom he had registered as legitimate children. In each instance the entry in the registration-book contained the following particulars, the information being given by the prisoner, and the entry signed by him—that the father's name was Benjamin Hotine, and the mother's name Sophia Hotine, formerly Robins. These were the particulars required by the Act, and any misstatement of those particulars was, under the same Act, visited with the pains and penalties of perjury. Mr. Clerk urged that at the time when the prisoner made these statements to the registrars he must have been well aware that the mother of the children could not properly be described as Sophia Hotine.

Mr. Skegg contended that the proceedings were too late. The prosecution ought to have been instituted within three years of the commission of the alleged offence. It was true that there was no such restriction in the 6 & 7 Will. 4, c. 86, the Registration Act, under which these proceedings were taken; but in the Marriages Act, 6 & 7 Will. 4, c. 85, the Act immediately preceding, and passed on the same day, there was a provision in sect. 44 that this Act was to be taken with the Registration Act, c. 86, and that the two were to be read as one Act, as if they had been incorporated; and in section 41 was a provision that all proceedings must be taken within three years. He held that this provision must apply to the Registration Act, under which these proceedings were taken. This question had been raised by Sir Fitzroy Kelly before Lord Campbell in the case of *The Queen v. Lord Dunboyne*; but Lord Campbell had not decided the point, preferring first to take the opinion of the jury on the facts of the case; and, as the jury had acquitted Lord Dunboyne on the merits, there had been no decision on the point of law.

Mr. Clerk said the incorporation clause was not in the second Act, but only in the first, and though, from the portion of the clause which had been read, it might be supposed to apply to both, the latter part of the clause bore a contrary interpretation, for it went on to say, "and the provisions of the said Act (the Registration Act) shall be applied to this Act (the Marriages Act)," but it did not say "the provisions of this Act (the Marriages Act) shall be applied to that Act (the Registration Act)."

Mr. Corrie thought that if Lord Campbell had considered the point to be clear, he would have stopped the case. But Lord Campbell reserved the point, and took the opinion of the jury on the facts. If Lord Campbell would not undertake to decide the point, neither should he (Mr. Corrie). He should commit the prisoner for trial, and this question would be disposed of by the judges.

Parliament and Legislation.

HOUSE OF LORDS.

Friday, March 21.

HABEAS CORPUS (COLONIES) BILL.

This bill was read a third time and passed.

Monday, March 24.

LUNACY REGULATION BILL.

The House went into committee on this bill.

Lord CHAMBERS moved, as an amendment, that clause 3 be omitted from the bill. He objected to the clause on the ground, as to the first provision of it, that the only effect of it would be to produce embarrassment to all the parties to an inquiry, and the exclusion of important evidence which one or the other would like to produce; and as to the second provision of the clause, which relates to medical testimony, on the ground that it would be impossible by legislation to put restriction on the admission of testimony of that description.

Lord CRANWORTH supported the amendment.

The LORD CHANCELLOR defended the clause. It was necessary that there should be a limited time over which the inquiry should travel back. He did not want to exclude medical testimony as the evidence of facts; but he wished to exclude all that evidence which consisted merely of speculation, of fancy, of idle theory, not warranted by any inductive reason founded upon facts sufficient to warrant a conclusion. What they wanted to ascertain in every inquiry of this kind was a moral conclusion—a moral fact. They did not want to ascertain whether the disease was mania, monomania, dementia, amentia, melancholia, or mania combined with fatuity, or any other of the hundred and one definitions which were to be found in books upon the subject. They wanted to arrive at the practical conclusion whether the subject of the inquiry was capable of governing himself and managing his affairs, or whether there was a loss of reason and understanding. For the most part, in cases of lunacy, the opinions of medical witnesses were purely speculative, but the law of evidence did not practically exclude them, because it had almost grown into a precedent for the judges and the juries to be taught to believe that insanity was a physical disease, and not the subject of moral inquiry, and that they were bound to take their conclusions from the testimony of medical men. What he wished to establish was that they should make the jury arrive at their conclusion as to the sanity or insanity of the alleged lunatic by direct proof and testimony as to things done or said by the party, and not be in any way influenced by speculative evidence.

The committee divided. The numbers were—

For the clause	38
Against	26
Majority	—12

The clause was agreed to.

Clauses 5 and 6 were struck out, and two new clauses, A and B, substituted. Clause A empowers the Lord Chancellor, whenever he shall think it right that the inquiry should be before a jury, by his order, to direct an issue to be tried in one of the superior courts of common law at Westminster, and the question in such issue shall be whether the alleged insane person is of unsound mind and incapable of governing himself and managing his affairs, and the verdict upon any such issue, finding the alleged insane person to be of unsound mind, and incapable of governing himself and managing his affairs, shall have the same force as an inquiry under a commission of lunacy. Clause B enacts that where, in any Act of Parliament, order, &c., reference is made to a commission of lunacy, &c., the issue shall be comprehended in the reference.

The remaining clauses of the bill were then agreed to, and their lordships adjourned.

HOUSE OF COMMONS.

Thursday, March 20.

COPYRIGHT (WORKS OF ART) BILL.

The House went into committee on this bill.

Mr. C. BENTINCK asked whether the term "painting" in the bill applied to original pictures only, or included a copy, so as to give copyright in a copy whilst there was no copyright in the original. He also expressed his opinion that by registry,

or something of the kind, there should be the means of establishing title to copyright.

Mr. WHITE hoped that publishers would be compelled to put their names upon prints engraved from paintings.

The SOLICITOR-GENERAL said the word "painting" would include copies of original works; but the clause expressly reserved the right to a possessor to make copies of his own original. He agreed that there should be some registration of title to copyright, and he would bring up a clause for that purpose. The existing Acts of Parliament met the question of the hon. member for Brighton (Mr. White).

Mr. HENLEY thought that the observations of his hon. friend (Mr. Bentinck) had hardly been answered. Suppose an artist sold his picture to a person, reserving no copyright, having previously made a copy; was there to be copyright in this latter work?

Mr. H. LEWIS did not think the bill ought to extend to photographs, which were not works of art, but the result of a mechanical process.

Sir M. RIDLEY suggested that the clauses should be made uniform all through the bill with regard to the description of the works of art to which the bill was to apply.

Clauses 1 to 3 were agreed to, with verbal amendments.

On Clause 4,

In reply to Mr. C. Bentinck,

The SOLICITOR-GENERAL said he would consider before the report the insertion of words to preclude the acquisition of copyright by an artist, who had allowed an original picture to pass without copyright, upon subsequent copies of such picture.

The clause was agreed to.

Clauses up to 5 were agreed to.

On Clause 6, which provided for the recovery of pecuniary penalties,

Mr. HENLEY objected to throwing upon magistrates the responsibility which this clause imposed. The clause gave the magistrates a summary jurisdiction to decide in cases involving considerable difficulty and inquiry. He suggested the hon. and learned gentleman should leave out of the clause "justices," with a view of enabling parties in the cases contemplated to go into the county courts.

The SOLICITOR-GENERAL said the clause was precisely similar to that in two Acts of Parliament, one of which had been for some time in operation in Scotland. The acts to which he referred related to copyright of designs and patents. As to the suggestion to refer those matters to the county courts, he would remind the right hon. gentleman that the bill made the offence in question a misdemeanour, and, therefore, not within the jurisdiction of a civil tribunal.

Mr. HENLEY entertained so strong an objection to the clause as it was framed that he would move to leave out the words "summary proceedings before two or three justices."

The committee divided, when the numbers were—

For the clause	29
Against	21
Majority	—8

The clause was then agreed to.

The remainder of the clauses were then agreed to, and some new ones having been added, the Chairman reported progress, and

The House resumed.

Monday, March 24.

THE LAW OF BANKRUPTCY.

Mr. VANCE asked the Attorney-General whether it was the intention of the Government to introduce any measure to alter or amend the Bankruptcy Act of last session.

The ATTORNEY-GENERAL replied that it was not at present the intention of the Government to introduce such a measure. The only difficulty which had been encountered in the working of the Act of last session related to the attendance of three of the London commissioners. A return would shortly be laid upon the table, showing that one of those gentlemen had attended only thirteen times since the 10th of October, when the Act came into operation, and that two others attended only twice a week, and then only for very short periods. He hoped that the directions which the Lord Chancellor had issued on the subject would have the desired effect; but if not, a bill on the subject would be introduced into the House. The number of petitions in bankruptcy since the 10th of October last had been four times more numerous than in the corresponding periods of previous years.

Wednesday, March 26.

CHANCERY REGULATION BILL.

The order of the day for the House resolving itself into a committee on this Bill having been read,

Mr. SELWYN said he thought the measure objectionable as, under its operation, a plaintiff in the Court of Chancery, in every case in which an issue in law or in fact was raised, could compel the judge to decide the matter at once, and without referring it to a common law court. Such a provision would unduly fetter the discretion of the judge, and would at the same time give, in many cases, an undue advantage to the plaintiff.

Mr. ROLT said he saw no reason why a court should not have the power to grant relief in all cases in which it should think it fitting to exercise its jurisdiction. It would allow the judges of the Court of Chancery to do their own work, and he believed the time had come for investing them with that discretion.

The SOLICITOR-GENERAL said that he thought the Bill as it stood would cause inconvenience rather than convenience to the suitors. He did not think that the Court of Chancery should by any means deal with matters which were the subject matter of the consideration of a court of law.

Mr. MALINS said that wherever it was convenient the court of equity should try the question of fact as well as settle the law. He gave his cordial support to the bill.

After a few words from Mr. Walpole and Sir F. Kelly,

The house then went into committee on the bill.

Clause 1 was agreed to.

On clause 2,

The SOLICITOR-GENERAL proposed an amendment, the effect of which would be to allow a court of equity to exercise a discretion as to whether legal questions should be decided in that court, or whether they should be sent to be tried by juries at Westminster or at the assizes.

Mr. ROLT objected to the amendment.

SIR H. CAIRNS supported the amendment, believing that jury trials in the Court of Chancery would be productive of considerable inconvenience.

Mr. MALINS recommended his hon. friend (Mr. Rolt) to accept the amendment of the Solicitor-General.

Mr. ROLT said that, although he retained his own opinion in all its force, he would not press it further against the Solicitor-General.

The clause, as amended, was ordered to stand part of the bill.

The remaining clauses were agreed to, with some amendments, and the bill passed through committee.

LAW OF PROPERTY AMENDMENT BILL.

Sir F. KELLY moved the second reading of this bill.

After a few observations from Sir F. GOLDSMID against, and Mr. MALINS in favour of the bill, it was read a second time.

Recent Decisions.

EQUITY.

SOLICITOR AND CLIENT—IMPROPER FILING OF BILL,

Jerdein v Bright, V. C. W., 10 W. R. 390.

The above case seems to deal with matters which require as delicate consideration as any question can do which concerns the mutual rights and obligations of solicitors and their clients in relation to litigatory business. On the one hand, it is clear that, although a solicitor must be retained or authorised by the client before he is justified in commencing a suit for such client as plaintiff, yet the authority for that purpose need not be in writing; and it seems equally clear that a general authority will be sufficient to justify the solicitor in defending a suit for the client. Further, it is evident that the mischiefs which ensue from the unauthorised institution or defence of suits render the prohibition of the alleged "parties" a matter of the greatest consequence; but we apprehend that this jurisdiction should be most carefully used, and that the very motives of suspicion and of blame which are used in the cases brought before the court to ground the condemnation of the solicitor, are often things which, considered in another aspect, have a very different and not less weighty bearing. Suppose that a client is gifted with that amount of common sense which is necessary to any speculative bargain, and that his solicitor men-

tions to him an opportunity of purchasing a debt and that the purchase is effected either upon a cash, payment or upon credit. The purchaser would surely buy something which was either not easily realizable, or not worth what it purported to represent in value—in other words, the transaction of purchase would be the purchase of a right to sue, and the profit of the purchase would depend upon the result of litigation. If it is not wrong for a solicitor to advise the purchase originally, is it wrong for him to advise the litigation which is the necessary supplement to the purchase, and is it entirely unreasonable for him to suppose that his client, having been led to buy through him, intended through him also to work out his bargain? Does the fact of the purchaser's being insolvent make the least difference, except that he would be, for that reason, of all men the one most desirous of profit in the transaction, and the one least able to afford the stagnation of his money in the shape of a *chose in action* in abeyance? Moreover, if the client should appear as plaintiff suing in a suit to enforce the payment of the debt which he had purchased, and if he had, in that suit, contested three demurrers successively and unsuccessfully it seems a little doubtful whether he ought to have the power, after such a course of circumstances, to come forward and allege, that he had heard of the litigation only by reading an account in the public press of the second demurrer, and to insist upon taking the bill off the file as against the solicitor who had advised him throughout. In our judgment, with the most sincere respect for the learning of the judge who decided the case named at the head of these remarks, the course of saddling a solicitor with the costs of a heavy litigation, because the pleading was bad, and the debtor obstinate, and the plaintiff poor, and the lawyer earnest, seems hard upon gentlemen who must work perfectly if they work at all, and who are clearly liable in damages if they do not work, when it is understood or implied in private communication that they should do so. Surely it becomes difficult for solicitors to know their position and duties, if a client may, at the end of two years, come into court upon "an affidavit of an unsatisfactory character," and make his professional adviser pay the cost of fighting a battle which had been raging throughout that time with the most determined hostility in a public court of justice between his vendor and his reluctant debtor on the one side and that professional adviser in the client's name on the other side. We cannot, of course, presume to affirm that the Vice-Chancellor's decision in *Jerdein v. Bright* is not altogether right. We only do affirm that we cannot admit generally that the getting from a client authority to recover a doubtful and contested debt by the only proper method of coercion is "an improper and indecent act."

COMMON LAW.

FACTOR'S ACT, 5 & 6 VICT. c. 39—DEFENCE UNDER.

Sheppard v. The Union Bank of London, Exch., 10 W. R. 299.

We have recently found occasion to notice more than one decision upon the Factor's Act (5 & 6 Vict. c. 39). The present case is especially important, as it determines the sufficiency of the following answer to an action by the owners for the detention of their goods which had been pledged by their agent—one J. L.—to the defendants. This answer was placed on the record by a plea of which the material parts may be thus stated. The defendants alleged that they were bankers, and that one S. L. was a customer of theirs, to whom, at the request of J. L. (who had the possession of certain goods of the plaintiff's as agent), they had made advances; and held in their hands goods belonging to the said S. L. as security for such advances; and that they agreed with J. L. to give up to him the goods of S. L., on J. L.'s pledging with them as security for past and future advances to S. L. goods of the plaintiff's to the same value; an agreement (made *bonâ fide*) which they accordingly performed, and made future advances to S. L. in respect of which they claimed a lien on the goods of the plaintiff's so pledged with them.

To this defence it was substantially replied by the plaintiff that it was bad in law, on the ground that an agent has no power to pledge the goods of his principal as security for the debt of a third party. In reference to this, the terms of the Act as to the power of an agent to pledge the goods of which he has the possession become very material, and these are in effect as follows:—that any agent entrusted with the possession of goods, &c., shall be deemed and taken to be owner of such goods, &c., so far as to give validity to any contract or agreement by way of pledge, lien, or security *bonâ fide* made by

any person with such agent so entrusted, as well for any original loan, advance, or payment upon the security of such goods, &c., as also for any further or continuing advance in respect thereof. And also that where any such contract for pledge, &c., shall be made in consideration of the delivery or transfer to such agent of any other goods, &c., upon which the person so delivering up the same had at the time a valid and available lien and security in respect of previous advances by virtue of some agreement made with such agent, such contract, if *bonâ fide* on the part of the person with whom it was made, shall be deemed a contract in consideration of an advance, and valid as if in respect of a present advance of money—provided that the lien acquired thereunder shall not exceed the value of the goods, &c., delivered up and exchanged. It will be observed that the defence placed on the record followed closely the requirements of these provisions, and accordingly the Court unanimously held the plea to be sufficient. The pleadings (which were very complicated) raised, besides, the question whether the fact that the agent obtained the possession of the goods by *fraud* deprived the lender of the protection of the Act, and the Court decided this in the negative. And also, whether it was necessary that the agreement by way of exchange of securities which had been entered into by the defendants with J. L. should have been in the ordinary course of business; and this also was disposed of in the negative, the Court observing that the statute said nothing on the point. Another point was raised, whether the "future advances" mentioned in the provisions cited above did not exclusively refer to advances made to the agent himself, whereas the advances in the present case were to be made to S. L. This objection Mr. Baron Martin at first thought fatal to the plea, but he afterwards thought differently, and concurred with the rest of the Court in giving judgment for the defendant.

CRIMINAL LAW.

RECEIVING STOLEN GOODS—GUILTY KNOWLEDGE, WHEN ACQUIRED.

Reg. v. Woodward, C.C.R., 10 W. R. 298.

In this case the prisoner had been convicted of receiving goods, knowing them to have been stolen; but an ingenious point being raised at his trial, the opinion of the Court for the consideration of Crown Cases Reserved was requested. It appears that the person who actually received the goods in question was the wife of the prisoner, and there was no direct evidence that at the time she so received them either she or her husband knew that they were stolen. It was, however, proved that subsequently the thief and the prisoner met, and that at that interview, at all events, the prisoner knew that they were stolen, and having arranged the price he was to pay for them, paid for them accordingly. It was urged in his behalf before the Court of Appeal, that it was essential to the validity of his conviction that his receipt and his guilty knowledge must have happened at one and the same time—a proposition which appears to be good law, and is supported by Lord Denman's observations in delivering the judgment of the Court of Queen's Bench, in *The Queen v. Button* (11 Q. B. 944); wherein, remarking upon the case of *Reg. v. Cross*, cited by the Bar, he says that the offence of receiving stolen goods knowingly, "is not committed at all, unless the receipt and the knowledge are simultaneous." But the fallacy in applying this doctrine to the case of the prisoner consisted (as pointed out by the Chief Justice) in unnecessarily confining the term "receipt" to the time when the goods actually passed from the hands of the thief to those of the prisoner's wife; whereas, in truth, the receipt of the prisoner in the eye of the law dated only from the time when he met the thief, and acquired the guilty knowledge, and agreed with him for the price.

Another of the judges seemed to put the case on somewhat a different ground, though leading to the same conclusion of the prisoner's guilt—viz., that the goods were received by the wife as the prisoner's agent, and that her act being ratified by him, became his own. This view, however, seems scarcely so satisfactory as the other, because it excludes the supposition of the wife's having received the goods innocently, which is left open by the case sent up to the Court.

Correspondence.

AD VALOREM CONVEYANCING COSTS.

In order to arrive at some practical conclusion on the subject of *ad valorem* conveyancing charges permit me to

bring the following scale under the notice of the profession through the medium of your columns.

In all cases of sales or mortgages the solicitors, on both sides, to charge their respective clients the following commission:—

On the first £500	2 per cent.
On the second £500	1 per cent.
On the remainder of the purchase or mortgage-money	$\frac{1}{2}$ per cent.

In calculating the purchase or mortgage-money all sums under £300 to be charged as £300, and every fractional part of £50 to be charged as £50.

The above charges to include all attendances and letters; the preparation and completion of all contracts and deeds; all fees paid to conveyancing counsel, and all other matters usually included in a conveyancing bill of costs, with the exception of journeies, stamps, charges of other solicitors for producing deeds, &c., and proceedings at law or in equity incidental to the contract.

Where a second transaction immediately follows the first, and no second investigation of the title ensues, as in the case of a mortgage following a conveyance, and to be completed at the same time, one-half the above commission to be charged on the second transaction.

Leases to be charged for as follows, and to include a counterpart:—

Where the rent does not exceed £50.	£ s. d. 5 0 0
For every £50 and fractional part of £50 beyond the first	1 0 0

Where two solicitors are employed, each to charge one-half of the above. Stamps to be charged in addition. I believe that the above scale would prove on the average of transactions as remunerative as the present charges, while it would not only render the expenses of conveyancing certain, and permit clients to estimate them before entering into the transactions which occasion the charges, but would, in large offices, save the expense of at least one clerk, whose time is at present occupied in copying the long bills of costs now delivered.

I do not think that any application to Parliament would be necessary in order to sanction the above or any other scale to be adopted; a resolution of the Incorporated Law Society, that it should not be considered unprofessional to charge *ad valorem*, is all that appears to me to be necessary except in the very rare case of a taxation.

I shall be glad to see the opinions of the profession on the above scale expressed in your paper.

X. Y.

Liverpool, March 25.

Examples:—

Purchase or mortgage-money.	Charge exclusive of stamp.
£	£ s. d.
800	13 0 0
1,400	17 0 0
2,500	22 10 0
5,000	35 0 0
10,000	55 0 0
Conveyance for £1,800, and mortgage for £1,300	27 0 0
Conveyance for £3,000, and mortgage for £2,000	35 0 0
Lease at £700 per annum	18 0 0
Lease at £1,000 per annum	24 0 0

TRADE PROTECTION CIRCULARS.

It is clear the Legislature did not intend that lists should be published of all the bills of sale, securities, judgments, &c., or it would have ordered such publication in the *London Gazette*.

It is equally clear the protection societies, by the publication of such lists, mulct the Government of the fees their subscribers would otherwise pay for searches.

The lists, too, so published, generally do not contain sufficient details to explain the *whole truth*; and as to the county court judgments, they are often published long after the debt has been paid. Moreover, it is very questionable whether the mere publication, be the contents true or false, is not an unlawful act.

For these reasons, I advise every solicitor whose client gives a bill of sale, or has a judgment registered against him, to give notice to the various trade protection offices that if published an action will be brought.

W. W. CHARNOCK.

51, King William-street, E.C., March 26.

HOW TRADE PROTECTION SOCIETIES ARE GOT UP.

The enclosed slip, cut out of yesterday's *Daily News*, is, I think, a fine *exposé* of the *trade protection* system, and the magistrate's observations worthy a place in your columns.

35, Southampton-buildings,

GEO. FRED. COOKE.

March 22.

Frederick Chester, alias Phillips, a returned transport, but late the manager of the Trades Protection Society, 3, Great St. Helens, Bishopsgate-street, and who has been in custody for a week, was brought up before Mr. Elliott, at the Lambeth Police Court, on Thursday, March 20, for final examination on a charge of obtaining various sums of money by fraud and false pretences.

Mr. Henry Barton, a grocer, No. 8, Mark's-road, Kennington, said that on the 7th of January last the prisoner called on him, and representing himself as agent to the "Tradesman's Protection Society," in Great St. Helens, gave him a prospectus of the society, and solicited him to become a member. He said if he did so the society would collect his debts at 5 per cent. Witness gave him half a guinea, for which he filled up and gave him the annual subscriber's ticket produced; and he also gave him the particulars of two debts due to him by a Mrs. Bellamy and a person named Taberner. Some time afterwards the prisoner again called on him, and said he could not get any money from Mrs. Bellamy, and consequently took out a writ for her, which cost him 7s. 3d., and this sum witness paid him. The prisoner also said he took out a summons against Taberner, but had not received any money; so that he had not paid him (witness) a shilling on account of either debt. The name given and signed by the prisoner was "Robert Thomas Simpson."

Mrs. Ann Bellamy proved payment of certain sums to the prisoner.

Mr. Thomas Dixon said—I live at No. 26, Williams-terrace, Walworth, and am manager of the Metropolitan and Provincial Trades Protection Association, the offices of which are at 3, Great St. Helens, Bishopsgate. I know the prisoner. I established the society in September last, and appointed him manager. I was to act as secretary, and after paying expenses, we were to divide profits.

Mr. Elliott.—Was there any agreement in writing? If so, produce it.

Dixon.—There was no agreement. In November last I was dissatisfied with and discharged him, and from that time he had no authority to collect subscriptions in the name of the society, which was then called the "Trades Protection Society," nor had he any to collect any debts in the name of the society subsequently to November. The card produced is not one of the society's cards of membership. It is headed, "The Tradesman's Protection Offices." The prisoner brought some of these cards to my office, and said he had them left from other offices, and that we might as well use them, and a few were used without alteration of name for our subscribers up to the time of the prisoner leaving me. Since then I have had new cards printed. The prisoner has never brought to me the name of Mr. Barton as a subscriber, nor paid any money on his account. The card produced is signed "pro Thomas Dixon, secretary," in the prisoner's handwriting. He had no authority from me to put my name to that card. He has not accounted to me for any money received from Mrs. Bellamy.

Mr. Elliott.—The society, I think you have stated, consisted of the prisoner and yourself: the prisoner as manager, and yourself as secretary?

Dixon.—Yes, sir; but since I discharged him I have become the manager myself.

Mr. Elliott.—Then, in point of fact, since November you in your own person constituted the whole society?

Dixon.—Yes; but I have a secretary.

Mr. Elliott.—It is most extraordinary that the public should be deluded by these societies—protection societies, as they are called. In this case what do I find? Why, two sets of flaming prospectuses and two sets of cards of the same society, the one describing itself as "The Metropolitan and Provincial Trades Protection Association," the other "The Trades Protection Offices," and both in the same offices. This society purports to have been established in 1851, though Mr. Dixon on his oath admits that he established it in September last, and in 1851 it could not have been established by the prisoner, for at that time he was expiating his offences in Bermuda. The society, according to the prospectus, purports to be established for the "protection of trades," to give "information as to swindlers," and "tracing absconded debtors;" yet what do we

find? Why, the whole society to consist of two persons, each claiming the merit of being its promoter—the one the manager, and the other the secretary, and one of them a returned transport. From what I can see, I must say that it appears to me to be merely a swindling society.

The prisoner was committed for trial.

SEPARATE DEEDS OF COVENANT—STAMP DUTY CHARGEABLE THEREON.

With reference to the point raised by your correspondent "K." in last week's number, there cannot, I think, be much doubt that the Legislature, in framing the clause of the 13 & 14 Vict. c. 97, referred to, had, as your correspondent suggests, in view cases similar to the one named; for the reason that, as I submit, such a deed is clearly and specifically chargeable under the clause, it being a *separate* deed, arising out of a *sale*, and is solely for one of the purposes named therein—"for production of title deeds."

As regards "Prideaux," not knowing the date of the second edition named, I would suggest if it be not previous to the passing of the 13 & 14 Vict. c. 97. But having considerable practical experience with the Stamp Acts, I know that misconceptions frequently arise with regard to deeds of this kind; the clause in question often being ignored, and the "deed stamp," 3s., used.

I know of no case upon the point; but your correspondent would find, I believe, that the Stamp Office, were he to submit the case to them, would unhesitatingly pronounce the deed chargeable under the clause named.

H. F. H.

March 25.

LIABILITIES OF LOCAL NEWSPAPERS.

Any of your readers would oblige a country practitioner by opinions on the following, to him, novel cases:—

A., a printer, is publisher and proprietor of a local newspaper, in which terms for advertising are announced. B., another tradesman in the same business, tenders advertisements of and relating to his business. A. refuses to insert B's advertisements. Has B. any, and what, remedy?

A. also publishes annually what he terms "A Directory of the Town of W—," in which, under the head "surgeons," he inserts all the surgeons except one, whose name is omitted from mere carelessness, without malice. Is A. liable for damages?

H. B.

Reviews.

We are informed that our review last week of Mr. Pulling's "Law of Attorneys" is calculated to produce an impression that the entire work is without much merit. We certainly had no intention of suggesting any such notion. Nearly all our special objections were scrupulously confined to one branch of the general subject, namely, that of dealings between solicitor and client, and the doctrines of the Courts of Equity bearing upon them. Mr. Pulling has been so long and generally known as an able common lawyer, and his work had already obtained so much repute for the manner in which it dealt with the common law aspects of the subject, that we deemed any approval by us upon this ground superfluous. Had he a less established reputation, or if he were not so strong a man as he unquestionably is, we should have been more careful to have tempered our criticism with the usual flavour of concomitant praise. Our space, moreover, was limited, and was barely sufficient for pointing out the importance of either a more complete treatment, or an entire omission from the work, of the law of solicitor and client, which was the main object of our review.

POSTAGE LABELS.—The manufacture of postage labels, and of the envelopes provided at the Post Office, is estimated to cost £27,915 this year. The poundage allowed to distributors amounts to £4,600. The sum of £1,000 a-year is now allowed in the estimate as the additional expenditure entailed by increasing business. This sub-department employs 40 persons. The whole Post-office Department employs more than 25,000 persons in the United Kingdom.

The Copyhold Commissioners report that in the last twenty-one years 3,463 enfranchisements have been effected. Since increased powers have been given, the applications have become much more numerous, and in 1861 there was as many as 786 enfranchisements.

Public Companies.**BILLS IN PARLIAMENT****FOR THE FORMATION OF NEW LINES OF RAILWAY IN ENGLAND AND WALES.**

The preambles of the following Bills have been proved:—

EASTERN UNION.

NORTH DEVON.

EDGWARE, HIGHGATE, AND LONDON.

Bills passed through Committee:—

BANSTEAD AND EPSOM DOWNS.

HULL AND HOLDERNESS.

KEIGHLY AND WORTH.

MORETONHAMSTEAD AND NORTH EASTERN.

NORTH DEVON.

MEETINGS.**MONMOUTHSHIRE RAILWAY.**

At the half-yearly meeting of this company, held on the 19th inst., a dividend at the rate of 6 per cent. per annum was declared for the past half-year.

NORTH BRITISH RAILWAY.

At the half-yearly meeting of this company, held on the 21st inst., the following dividends were declared for the past half-year, viz.:—5 per cent. on the guaranteed stock, 4 per cent. on the Jedburgh stock 3 per cent. on the consolidated stock, and $\frac{5}{8}$ per cent. on the Border Union guaranteed shares.

Births and Deaths.**BIRTHS.**

BRAITHWAITE—On March 19, at 6, Gullford-street, Russell-square, the wife of Thomas Braithwaite, Esq., Solicitor, of a daughter.

BAGGALLAY—On March 19, at Bedford-road, Clapham, the wife of Richard Baggallay, Esq., Q.C., of a daughter.

BURT—On Dec. 30, at Perth, Western Australia, the wife of the Hon. A. P. Burt, Chief Justice, of a daughter.

MARSHALL—On March 24, at South Bank, Grassendale, near Liverpool, the wife of Henry Marshall, Esq., Solicitor, of a daughter.

MARTER—On Feb 20, at Bangalore, Madras, the wife of Captain Marter, Deputy Judge Advocate General, of a son.

TARRANT—On March 18, at 52, Elgin-crescent, Kensington-park, W., the wife of H. J. Tarrant, Esq., of the Middle Temple, of a daughter.

DEATHS.

DAVIES—On March 16, James Davies, Esq., of Coleman-street, City, Attorney-at-Law, in his 73rd year.

HOLMES—On March 24, at Oxford, in the 78th year of her age, Elizabeth, widow of the late William Holmes, Esq., of No. 28, Great James-street, Bedford-row.

London Gazettes.**Windings-up of Joint Stock Companies.****LIMITED IN BANKRUPTCY.**

FRIDAY, March 21, 1862.

The London and Provincial Discount Company (Limited).—Petition for winding-up, presented on the 19th of March, will be heard before Commissioner Fane on April 5 at 11. Sols Linklater & Hackwood, 7 Walbrook, London.

TUESDAY, March 25, 1862.

UNLIMITED IN CHANCERY.

Times Fire Insurance Company.—The Master of the Rolls will, on the 16th, 17th and 29th days of April, at 1, proceed to settle the list of contributors of this company.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, March 21, 1862.

Baddeley, John Fraser Lodington, Enfield, Middlesex, a Lieutenant-Colonel in the Royal Artillery. April 21. Sols Desborough, Young, & Desborough, 6 Sise-lane.

Baxter, Elizabeth, Buckden, Huntingdonshire, Spinster. April 21. Sol Hannybun, Huntingdon.

Board, Sophia, Lytes Cary, Somersetshire, Widow. April 30. Sol Cooper, Wincanton.

Heiden, Rev. John Rose, Upminster, Essex, Clerk, within two calendar months. Sols Surridge & Francis, Romford, Essex.

Jerningham, Honourable Mary Anne Stafford, 9 South Audley-st, Middlesex, Widow. April 19. Sols Frere, Goodford, Cholemeley, & Forster, 6 New-sq, Lincoln's-Inn, Middlesex.

Lee, Edward Herbert, Roath, near Cardiff, Esq. June 1. Sol Langley, Cardiff.

Lindsey, William, Farnham, Surrey, Plumber. April 31. Sols Hollett & Mason, Farnham, Surrey.

Mackenzie, George, Exeter Arms, Burleigh-st, Strand, Middlesex, Licensed Victualler. May 18. Sols Drake & Son, 38 Walbrook, London.

Parratt, James, Wrecclesham, Surrey, Hop Planter. April 30. William Wells, Farnham, Hop Planter, Executor.

France, William, Plymouth, Esq. April 29. Sols Stephens, France, & Jago, Plymouth.

Sturton, Jacob, formerly of the Army Pay Office, London, and afterwards of Fleet, Lincolnshire, Gent. May 1. Sol Sturton, Holbeach.

Warren, Sarah, Springfield, Hackney, Middlesex, Spinster. May 17. Sols Booty & Butt, 1 Raymond-buildings, Gray's-inn.

Wilson, William, Middleton, near Leeds, Gent. May 1. Sol Greene, Leeds.

Wragg, Martha, Sheffield, Widow. May 2. Sols Branson & Son, Sheffield.

TUESDAY, Mar. 25, 1862.

Brethen, Roger, Shrewsbury, Labourer. May 21. Sol Morgan, Shrewsbury.

Bisset, James Forbes, Gloucester-place, Low-hill, Liverpool, Surveyor. May 1. Sols Harvey, Jevons, & Harvey, Liverpool.

Brook, Manasseh, Stanstead Mount Fitchet, Essex, Surgeon. May 27. Sol Brook, 1 New-inn, London.

Carpenter, Elizabeth, 28 Clifton-road East, Saint John's Wood, Middlesex, Widow. May 20. Sols Messrs. Walford, 27 Bolton-st, Piccadilly.

Carpenter, James, Old Bond-st, Middlesex, Bookseller. May 20. Sols Messrs. Walford, 27 Bolton-st, Piccadilly.

Evans, Gustavus, 24 Lansdowne-place, Brighton, Captain in the Royal Navy. May 8. Sol Wilkins, 19 King's Arms-yard, London.

Favell, Sarah, Cambridge, Widow. April 26. Sol Adecock, Cambridge.

Hubball, John William, Forebridge, Staffordshire, Gent. May 1. Sol Spilsbury, Stafford.

Jennings, Dinah, Bottisham, Cambridgeshire, Spinster. April 26. Sol Adecock, Cambridge.

Lacy, William George, the Arcade, Ryde, Isle of Wight, Photographer. April 17. Sols Wilson & Jeanneret, 11 New-inn, Strand, London.

Leman, Edward John, 27 Down-st, Piccadilly, Middlesex. May 1. Sol Leman, 51 Lincoln's-inn-fields.

Moon, James, Beamsley, Yorkshire, Gent. May 3. Sol Law, 5 York-st, Manchester.

Norton, Henry Francis, 1 York-st, St James's, Westminster, Brush Manufacturer. April 15. Sols Lawrance, Flews, and Boyer, 14 Old Jewry-chambers, London.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, March 21, 1862.

Birch, George, Halesowen, Worcestershire, Farmer. April 28. White v. King, V. C. Kindersley.

Davis, Richard Francis, 19 Gloucester-gardens, Westbourne-terrace, Middlesex, and 16 Cannon-st, London, Merchant. April 14. Davis v. Davis, V. C. Wood.

Foster, James Salter, 1 Peakirk-villas, Brixton, Surrey. April 20. Foster v. Robertson, M. R.

Hawken, Roger Gill, Saint Minver, Cornwall, Yeoman. April 14. Hawken v. Rowe, V. C. Stuart.

Paglinani, Charles Joseph, Lodge Brook Green, Middlesex, Esq. April 19. Forristall v. Paglinani, M. R.

TUESDAY, March 25, 1862.

Dent, Elizabeth, Fitzroy-sq, Middlesex, Spinster. April 26. Dent v. Dent, M. R.

Frodsham, John, Gracechurch-st, London, and of West Green, Tottenham, Middlesex, Watch and Clock Maker. April 3. Shout v. Carew, M. R.

Holland, John, Masborough-rd North, Hammersmith, Middlesex. April 12. Holland v. Holland, V. C. Stuart.

Long, John, Bournheath, Bromsgrove, Farmer. April 15. Long v. Wilson, M. R.

Stewart, Charlotte, 19 Kensington-gate, Middlesex, Widow. April 24. Stewart v. Stewart, M. R.

Vigers, Francis William, Whitefriars, London, Builder. April 19. Perria v. Lush, M. R.

Villegille, Corson, & Co., Messrs., Merchants, Mincing-lane. May 21. Goodair v. De Tastet, M. R.

Worsfold, John, Westcott, Dorking, Surrey, Gent. April 19. Stace v. Ede, M. R.

Assignments for Benefit of Creditors.

FRIDAY, March 21, 1862.

Collier, Thomas, 37 Aldgate High-st, London, Tailor and Outfitter. Feb 26. Sol Parker, 4 King-st, Chesapeake, London.

Hardy, Joseph, Great Hampton-row, Birmingham, Fancy Paper Stainer. March 7. Sols Tamplin & Taylor, 159 Fenchurch-st, London.

Inaacs, Elias, & Simon Solomon, 12 Princess-st, Spitalfields, Middlesex, Wholesale Stationers. March 18. Sol Marsden, 20 Walbrook, London.

Elcock, Edward, Bothley, Hampshire, Grocer. March 20. Sol Warner, Winchester.

Mellor, James, Oldham, Cotton Waste Dealer. Feb 28. Sol Pensonby, Clegg-st, Oldham.

Slade, William, Crompton Fold, Breghtelm, near Bolton, Cotton Spinner. March 8. Sols Haigh & Deane, Liverpool.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, March 21, 1862.

Abrahams, Lewis, West Strand, Middlesex, Silversmith and Jeweller. March 5. Composition. Reg March 17.

Allott, William Green, Sheffield, Steel Manufacturer. March 1. Conveyance. Reg March 19.

Bayley, Abraham, 11 Bond-st, Ancoats, Manchester, Baker. March 13. Composition. Reg March 18.

Bickerton, William, Coventry, Watch Manufacturer. March 15. Composition. Reg March 20.
 Bims, Thompson, Yeasdon, Yorkshire, Cloth Manufacturer. March 6. Assignment. Reg March 19.
 Cordery, David, Rosetta-villas, Barking-rd, Essex, Builder. March 5. Assignment. Reg March 18.
 Cox, John, Leeds, Kent, General Shopkeeper. Feb 14. Conveyance. Reg March 13.
 Dashwood, William Henry, New Beesford, Nottinghamshire, Surgeon. March 18. Composition. Reg March 19.
 Every, James Tapper, Devonport, Cabinet Maker. Feb 27. Conveyance. Reg March 19.
 Gilder, William, Newcastle-upon-Tyne, Merchant. Feb. 24. Assignment. Reg March 20.
 Gladwell, William, Jun, Shotley, Suffolk, Beer Retailer. Feb 26. Assignment. Reg March 18.
 Halliwell, Daniel, Oldham, Cloth Manufacturer. Feb. 23. Assignment. Reg March 19.
 Harrison, Matthew, Nottingham, Upholsterer. Feb 18. Conveyance. Reg March 18.
 Hastwell, Robert, Nun-st, Newcastle-upon-Tyne, Grocer. Feb 20. Composition. Reg March 17.
 Hopkins, Thomas, Weymouth, Grocer. Feb 27. Assignment. Reg March 18.
 Hulley, John, 15 Great Ducie-st, Manchester, Cabinet Maker. March 13. Assignment. Reg March 20.
 Layard, Harriette Cobbe, 39 Monument-lane, Birmingham, Lodging-house Keeper. March 12. Composition. Reg March 20.
 Little, John, East-st, Rochdale, Draper. Feb 21. Assignment. Reg March 18.
 Mayman, Robert, Whitehall-pl, Middlesex, Clerk in the Office of Commissioners of Woods and Forests. Feb 20. Assignment. Reg March 18.
 Miller, Laurie McClement, West-st, Rochdale, Draper. Feb 21. Conveyance. Reg March 17.
 Norris, Henry, Halesworth, Suffolk, Innkeeper. Feb 26. Assignment. Reg March 19.
 Orton, Albert Hood, Coventry, Boot and Shoe Maker. March 17. Composition. Reg March 20.
 Parrish, William, Stocton, Kildwick, Yorkshire, Butter Factor. Feb 27. Assignment. Reg March 19.
 Phipps, Frederick Henry, St. Lawrence Rivet and Chain Works, Newcastle-upon-Tyne. Feb 25. Assignment. Reg March 18.
 Pine, William, Watford, Grocer. Feb 20. Conveyance. Reg March 18.
 Potts, William, Taunton, Brewer. Feb 21. Assignment. Reg March 18.
 Read, John, Cannington, Somersetshire, Miller. March 13. Composition. Reg March 19.
 Redfean, James, & William Redfean, Height, Heckmondwike, Yorkshire, Blanket Manufacturers. Feb 19. Conveyance. Reg March 17.
 Robinson, John, Attercliffe, Yorkshire, Grocer. March 6. Assignment. Reg March 19.
 Sanderson, Robert, & James Thompson, Accrington, Lancashire, Cotton Manufacturers. Feb 26. Conveyance. Reg March 20.
 Scarlick, Evan, Llanelli, Carmarthenshire, Draper. Feb 24. Assignment. Reg March 19.
 Taylor, Joshua, New-street, Batley, Yorkshire, Joiner. March 15. Composition. Reg March 19.
 Teare, Thomas, Wigan, Builder. March 8. Conveyance. Reg March 13.
 Thomas, James, Stall-street, Bath, Linen Draper, Feb 19. Assignment. Reg March 19.
 Wareham, William, Ryde, Isle of Wight, Grocer. March 14. Conveyance. Reg March 20.
 Well, Solomon, 10 Vine-st, Minorities, London, Merchant. Feb 22. Assignment. Reg March 19.
 Wigglesworth, Joseph, Old Accrington, Lancashire, Cotton Manufacturer. March 3. Assignment. Reg March 20.
 Worley, James, Dudley, Attorney's Clerk. March 17. Composition. Reg March 17.

TUESDAY, March 25, 1862.

Aspinall, Joseph, Eiland, Halifax, Plumber. March 1. Assignment. Reg March 24.
 Avera, William John, Road, Northamptonshire, Publican. Feb 26. Assignment. Reg March 21.
 Birks, Samuel, Longton, Staffordshire, Manufacturer of China. March 11. Assignment. Reg March 21.
 Blane, William, Newcastle-under-Lyne, Draper. March 10. Composition. Reg March 22.
 Chubb, John, 1 Queen-st, London, Tailor. March 20. Composition. Reg March 22.
 Cleave, Robert, Chemies-st, Tottenham-ct-rd, Middlesex, Builder. Jan 30. Composition. Reg March 24.
 Dearden, William, Bolton, Chemist. March 12. Composition. Reg March 22.
 Dolby, John, Kettering, Northamptonshire, Victualler. Feb 26. Assignment. Reg March 21.
 Duck, John, Scarborough, Tailor. Feb 28. Conveyance. Reg March 18.
 Fairless, Thomas, Jun, Haydonbridge, Hexham, Innkeeper. March 20. Conveyance. Reg March 22.
 Foote, Adam Clarke, Albion House, Forest-hill, Kent, Grocer. March 10. Composition. Reg March 18.
 Goldberg, Judah, 9 Hope-st, Spitafields, Middlesex, General Dealer. March 21. Composition. Reg March 22.
 Green, Jacob, Onehouse, Suffolk, Farmer. Feb 26. Conveyance. Reg March 3.
 Greenbury, William, Middleton-on-the-Wolds, Yorkshire, Publican. Feb 27. Conveyance. Reg March 24.
 Grzmish, Phillip, 30 Houndsditch, London, Jeweller. March 4. Composition. Reg March 24.
 Hambridge, Charles, 47 Guildford-st, Russell-sq, Middlesex, Architect. Feb 21. Conveyance. Reg March 21.
 Harris, John, Lower Sydenham, Kent, Plumber. March 24. Composition. Reg March 25.
 Lascombe, Charles, Plymouth, Shipbuilder. March 13. Conveyance. Reg March 24.
 Mellor, James, Oldham, Cotton Waste Dealer. Feb 26. Assignment. Reg March 22.
 Mellor, William, Liverpool, Hosier. Feb 28. Composition. Reg March 22.

Michael, Ebenezer, White Horse Inn, Silver-st, Worcester, Licensed Victualler. Feb 24. Conveyance. Reg March 24.
 Parkhouse, Edward, 5 Clerkenwell-green, Middlesex, Leather Seller. March 3. Composition. Reg March 22.
 Peppall, William, 13 Mary Ann-st, Birmingham, Chair Maker. March 14. Composition. Reg March 21.
 Potter, William, Liverpool, Merchant. March 19. Conveyance. Reg March 22.
 Ranson, William, John Chester-le-st, Durham, Innkeeper. Feb 28. Conveyance. Reg March 21.
 Raworth, Benjamin Pyrah, Sheffield, Patent Axletree Manufacturer. Feb 27. Assignment. Reg March 24.
 Rees, John, Glyn Neath, Glamorganshire, Builder. March 21. Assignment. Reg March 24.
 Rideout, George, & William Bowler, Manchester, Warehousemen. March 20. Composition. Reg March 21.
 Spanton, Charles, Dorset-st, Vauxhall-bridge-rd, Middlesex, Timber Merchant. Feb 24. Assignment. Reg March 23.
 Wallis, Francis William, Keyingham, Holderness, Yorkshire, Farmer. Feb 28. Assignment. Reg March 24.
 Westlake, Charles Francis, and Richard Westlake, Plymouth, Carriers. March 17. Assignment. Reg March 24.
 Wilkinson, William, Castle-st, Dudley, Licensed Victualler. March 19. Composition. Reg March 21.

BANKRUPTS.

FRIDAY, March 21, 1862.

Allen, William, Totnes, Devonshire, Nurseryman. Pet March 18. Totnes, April 2 at 11. Sol Cumming, Totnes.
 Aspin, Thomas, 2 Groves-st, Blackburn, Grocer. Pet March 17. Blackburn, April 7 at 1. Sol Collett, Blackburn.
 Bailey, Mary Anne, Chester, Widow. Pet Feb 12 (in form pauperis). Chester, April 11 at 10. Sol Churton, Chester.
 Barnes, George, Harringworth, Northamptonshire, Baker. Pet March 7. Oakham, April 9 at 12. Sol Richardson, Oakham.
 Bate, Moses, Eves, Herefordshire, Dairyman. Pet March 17 (in form pauperis). Gloucester, March 31 at 2. Sol Wilkes, Gloucester.
 Baxter, Robert Dickson, Greetham, Rutland, Smith. Pet March 15. Oakham, April 9 at 1. Sol Laxton, Stamford.
 Biggs, Thomas Chandler, 7 The Terrace, Waiworth, Surrey, Gent. Pet March 17. London, April 1 at 12.30. Sol Milman, 1 Dane's-inn, Strand.
 Boate, Thomas Arthur, 15 Gloucester-pl, Greenwich. Pet March 15. London, April 1 at 2. Sol Fenton, Berols-ct, Basinghall-st.
 Bryant, Alfred, 64 Hanover-st, Portsea, Hants, Gasfitter. Pet March 18. Portsmouth, March 31 at 12. Sol Cousins, Jan, Portsea.
 Bunn, John, 66 Gt. Charles-st, Birmingham, Glass Dealer. Pet March 10. Birmingham, April 14 at 10. Sol Marshall, Birmingham.
 Burford, Elizabeth Ann, 43 Waterloo-st, Hove, Sussex, Widow, Baker. Pet March 14. Brighton, April 2 at 11. Sol Stuckey, Brighton.
 Carter, William, Bolton, News Agent. Pet March 18. Bolton, April 3 at 10. Sol Edge, Bolton.
 Cavendish, Antonio Henry, 24 Manchester-st, Manchester-sq, Middlesex. Pet March 17 (in form pauperis). London, April 7 at 1. Sol Aldridge, 46 Moorgate-st.
 Chalkley, William Edwin, 33 Church-st, Woolwich, Kent, Oil and Colourman. Pet March 18. London, April 1 at 2. Sol Cooper, 9 Charing-cross.
 Chambers, Thomas, sen, New Floodgate-st, Birmingham, Broker. Pet March 14. Birmingham, April 14 at 10. Sol Parry, Birmingham.
 Chappell, Richard James, Ruiston, Somersetshire, Farmer. March 11. Taunton, April 1 at 12. Sol Trenchard, Taunton.
 Coleman, Richard, 2 Alma-ter, Fensham-rd, South Lambeth, Surrey, Solicitor's Clerk. Pet March 19. London, April 4 at 1.30. Sol Wood, 27a Bucklersbury.
 Coles, George Spencer, Barnsley, Seedsman. Pet March 18. Barnsley, April 1 at 10. Sol Rogers, Barnsley.
 Cook, William, 29 & 30 Crown-st, Soho, Middlesex, Dealer in Sheep's Heads. Pet March 18. London, April 8 at 10. Sol Buchanan, 13 Basinghall-st.
 Cooke, William Thomas, 25 Paris-st, Lambeth, Surrey, Commission Agent. Pet March 17 (in form pauperis). London, April 8 at 10. Sol Aldridge & Bromley, 46 Moorgate-st.
 Cooper, John, Bridgmore, Wyubunbury, Cheshire, Tailor. Pet March 18. Liverpool, April 2 at 12. Sols Slaney & Winstanley, Newcastle-under-Lyne.
 Critchlow, Alfred, Longton, Staffordshire, Grocer. Pet March 18. Stoke-upon-Trent, April 5 at 11. Sol Litchfield.
 Darton, James William, 4 Loshian-ter, Cold Harbour-lane, Camberwell, Surrey, Plumber. Pet March 18. London, April 1 at 2. Sol Davis, 10 Golden-square.
 Davies, David, Red Lion Public House, Tyeacote, Brecknockshire, Licensed Victualler. Pet March 18. Brecknock, April 4 at 12. Sol Bishop, Brecknock.
 Dean, Daniel, 6 Wallasey-ter, Leasowe-rd, Wallasey, Cheshire, Farmer. Pet March 18. Birkenhead, April 7 at 10. Sol Pemberton, Liverpool.
 Doody, Thomas, Church Aston, near Newport, Salop, Timber Merchant. Pet March 19. Birmingham, April 7 at 12. Sol East, Birmingham.
 Draper, Edward, Heckington, Lincolnshire, Licensed Victualler. Pet March 19. Nottingham, April 8 at 11. Sols James & Knight, Birmingham, and Deacon, Peterborough.
 Drinkwater, Frederick, Tuxford, Notts, Victualler. Pet March 19. East Retford, April 3 at 10. Sol Denman, East Retford.
 Duffield, William Munro, 3 Madragore-place, Fleet-st, Torquay, Bookseller. Pet March 15. Exeter, April 1 at 11. Sol Carter, Torquay.
 Duffy, Henry, Manchester, Commission Agent. Pet March 18. Manchester, April 7 at 11. Sol Leigh, Manchester.
 Etheridge, George Joshua, 20 Coleman-st, Southampton, Baker. Pet March 14. Southampton, April 9 at 12. Sol Lobb, Southampton.
 Exon, Joseph, Borrowash, Derbyshire, Baker. Pet March 10. Derby, April 1 at 12. Sol Smith, Derby.
 Fairclough, John, Hope-st, Lord's-hill, Oldham, Licensed Victualler, Pet March 14. Oldham, April 10 at 1. Sol Elstoft, Manchester.
 Feraday, William White, Wolverhampton, Auctioneer. Pet March 7. Birmingham, April 7 at 12. Sols H. & J. E. Underhill, Wolverhampton, and Webb, Birmingham.
 Fiddian, Charles John, 9 Belgrave-rd, Birmingham, Accountant's Clerk. Pet March 17. Birmingham, April 14 at 10. Sol Francis, Birmingham.

Forster, Thomas, New Chaster-rd, Traunere, Cheshire, Druggist. Pet March 11. Liverpool, April 2 at 11.30. Sol Harris, Liverpool.

France, Amos, Park-gate, near Rotherham, Builder. March 14. York, April 11 at 10. Sols Marsh & Edwards, Rotherham.

Gardner, John Ludford, 3 Surrey-pl, Lower-rd, Rotherhithe, Surrey, Clerk. Pet March 19. London, April 8 at 10. Sols Hawkes & Wilmore, 82 High-st, Southwark.

Gibbs, George, Moulsham, Chelmsford, Greengrocer. March 17. Chelmsford, April 2 at 11.

Gordon, Gillespie, Hartlepool, Shipbroker. Pet March 18. Newcastle-upon-Tyne, April 2 at 11. Sols J. & R. S. Watson, Newcastle-upon-Tyne.

Gray, Richard Thomas Clement, Inkerman House, Margate, Wine and Bottle Merchant. March 13. London, April 1 at 3. Sol Aldridge, 46 Moorgate-st.

Gregory, John, Brampton-moor, near Chesterfield, Beerhouse Keeper. Pet March 17. Chesterfield, April 3 at 11. Sol Binney, Sheffield.

Griffin, Thomas, Back-lane, Basingstoke, Harness Maker. March 17. Basingstoke, March 29 at 10.

Gunn, James, Platt-st, Nottinghamshire, Beerhouse Keeper. Pet March 17. Nottingham, May 7 at 10. Sols Hawkridge & Heathcote, Nottingham.

Harvey, John Nicholson, 4 Upper Belle Vue-ter, Southampton, Clerk. Pet March 18. London, April 4 at 2.30. Sol Hill, 17 Barge-yard-chambers, London.

Hill, Samuel, 9 Walnut Tree-walk, Kennington-rd, Surrey, Cabinet Maker. Pet March 19. London, April 4 at 2. Sol Smith, 10 Wilmington-sq.

Hodson, George, Seacombe, Cheshire, Apothecary. March 13. Birkenhead, April 7 at 10. Sol Bretherton, Liverpool.

Humphrys, James, Norton St. Philip, Somersetshire, Brewer, Pet March 18. Bristol, April 1 at 11. Sols Millar, Frome, and Abbot, Lucas, & Leonard, Bristol.

Isaacs, Lewis, 38 Sandy's-row, Spitalfields, Middlesex, Fruiterer. Pet March 19. London, April 8 at 10. Sol Harcourt, 3 King's Arms Yard, Jelley, Frederick, 35 Suffolk-st, Birmingham, Commercial Traveler. Pet March 17. Birmingham, April 14 at 10. Sol Foster, Birmingham.

Kimberley, Samuel, Oldbury, Worcestershire, Licensed Victualler. Pet March 17. Birmingham, April 4 at 11. Sol Watson, Westbromwich.

Lowthian, Jabez, Golborne, Lancashire, Cotton Cloth Manufacturer. Pet March 13. Liverpool, April 2 at 12. Sol Earle, Manchester.

Lyons, Abraham, 2 Church-passage, Newington Butts, Surrey, Dealer in Fancy goods and Cigars. Pet March 18. London, April 7 at 11. Sol Marshall, Hatton Garden.

Mason, William, late of 5 North-st, East-st, Walworth, Surrey, Dealer in Wool. Pet March 18 (in form pauperis). London, April 1 at 12. Sol Aldridge, 46 Moorgate-st.

McMullen, Walter, Ebury-st, Piccadilly, Middlesex, Wine and Spirit Merchant. Pet March 4. London, April 1 at 2. Sols Treherne & Wolferton, 17 Gresham-st, London.

Morgan, David, 6 Poppin's-cf, Fleet-st, London, Milkman. Pet March 19. London, April 4 at 2.30. Sol Buchanan, 18 Basinghall-st.

Moxon, Thomas, Deighton, Scarborough, Bookseller. Pet March 18. Leeds, April 14 at 11. Sols Hesp & Moody, Scarborough, and Bond & Barwick, Leeds.

Newsome, Jesse, Heckmondwike, Yorkshire, Dyer. Pet March 19. Dewsbury, April 16 at 11. Sol Iveson, Heckmondwike.

Nichols, William, Probus, Cornwall, Innkeeper. Pet March 15. Truro, April 11 at 10. Sol Marrack.

Norman, William, Everton, near Liverpool, Builder. Pet March 14. Liverpool, April 2 at 11. Sols Minshall & Horner, 7 and 8 Exchange-alleys North.

Osborn, James, Northchurch, Herts, Builder. Pet March 30. London, April 4 at 2.30. Sol Day, Hemel Hempstead, Herts.

Parker, William, Full-st, Derby, Baker. Pet March 14. Derby, April 1 at 12. Sols Gamble & Leech, Derby.

Perkins, William, & James Collett, Derby, Blacking Manufacturer. Pet March 17. Nottingham, April 8 at 11. Sols Gamble & Leech, Derby, and Wright, Birmingham.

Porter, Charles Coe, 60 Chandos-st, Strand, Middlesex. Pet March 18. London, April 4 at 2. Sol Swan, 2 Great Knight Rider-st, London.

Potts, Joseph, 29 Ernest-st, Regent's-park, Middlesex, Journeyman Cab Body Maker. Pet March 17. London, April 10 at 11. Sol Silvester 18 Great Dover-st, Surrey.

Raynes, Elizabeth Jane, Bampton-st, Tiverton, Widow. Pet March 17. Tiverton, March 31 at 11. Sol Floud, Exeter.

Ridley, Thomas Crofton, Conndon, Durham, Builder. Pet March 14. Bishop Auckland, April 3 at 10. Sol Thornton, Bishop Auckland.

Roberts, John Thomas, New Romney, Kent, Surgeon and Apothecary. Pet March 18. London, April 7 at 11. Sols Lawrence, Piers, & Bowyer, Old Jewry.

Robinson, Daniel O'Connor, Denman-st, New Radford, Nottingham, Butcher. Pet March 17. Nottingham, May 7 at 10. Sol Brown, Nottingham.

Scott, John, 31 Wilegate-st, Bishopgate-st, London, Baker. Pet March 17. London, April 4 at 2. Sol Hall, 21 Coleman-st, London.

Seaman, Charles, 33 Rye-lane, Fekham, Surrey, Silk Agent. Pet March 17. London, April 4 at 1.30. Sols Ody & Paddison, 3 New Bowwell-st, London.

Simms, Isaac, Fairfield View, Edge-lane, near Liverpool, Coal Merchant. Pet March 17. Liverpool, April 3 at 11. Sols Anderson & Collins.

Smith, Charles, Isaac Smith, and John Smith, Hendham-vale, Collyhurst, and Cleaveland-bldgs, Manchester, Manufacturers of Woollen and Cotton Cords. Pet March 19. Manchester, April 1 at 12. Sols Holdgate, & Roberts, Rochdale.

Smith, Francis Henry, 12 Cheltenham-bldgs, Bristol, General Dealer. Pet March 17. Bristol, April 3, at 1. Sol Sabine.

Smith, Frederick Hicking, Crown-yard, Long-row, Nottingham, Photographic Artist. Pet March 17. Nottingham, May 7 at 10. Sol Brown, Nottingham.

Smith, John, King Cross-st, Halifax, Cabinet Maker. Pet March 14. Leeds, April 14 at 11. Sols Philbrick & Foster, Halifax, and Bond & Barwick, Leeds.

Spencer, Edward, Bullery's-yard, Long-row, Nottingham, Painter. Pet March 17. Nottingham, May 7 at 10. Sol Coope, Nottingham.

Spicer, Joseph, Kensington-sq, Low Harrogate, Yorkshire, Timekeeper. Pet March 11. Knaresborough, April 10 at 10. Sol Harris, Leeds.

Sproson, Richard, 6 Percy-ter, Plaistow-marsh, Essex, Butcher. Pet March 13. London, April 1 at 1. Sol Marshall, 12 Hatton-garden.

Stafford, George Baxter, Nottingham, Mail Contractor and Cab Proprietor. Pet March 18. [Bingham, April 21 at 12. Sol Smith, Nottingham.

Stephenson, Thomas, Union-st, Rochdale, Draper. Pet March 15. Oldham, April 10 at 1. Sol Holland, Rochdale.

Stiff, George, 334 Strand, Middlesex, and of Beulah Spa Villas, Norwood, Surrey, Newspaper and Periodical Proprietor. Pet March 30. London, April 7 at 12. Sol Atkinson, 65 Watling-st.

Stevens, Rosina Jessie, 5 Sussex-st, Piccadilly, Middlesex, Singlewoman. Pet March 18. London, April 1 at 2. Sol Lewis, London.

Stray, Benjamin Charles, 1 Hampton-st, Walworth-rd, Surrey, Plumber. Pet March 18 (in form pauperis). London, April 7 at 11.30. Sol Aldridge, 46 Moorgate-st.

Sutcliffe, George Gilbert Angell, Grange, Much Wenlock, Salop, Surgeon. Pet March 17. Madeley, April 5 at 9. Sol Easton, Wellington.

Tatlow, George, Burton-rd, Derby, Railway Clerk. Pet March 19. Derby, April 1 at 12. Sol Flewker Derby.

Tetley, George, Birkenhead, Yorkshire, Labourer. Pet March 19. Dewsbury, April 16 at 11. Sols Terry & Watson, Bradford.

Trew, Solomon, Roby, Lancaster, Licensed Victualler. Pet March 16. Liverpool, April 2 at 12.30. Sol Brabner, Liverpool.

Weddington, William Alfred, York, Pianoforte Manufacturer. Pet March 12. Leeds, April 14 at 11. Sols Leeman & Clark, & Messrs Wood, York, and Bond & Barwick, Leeds.

Wakedfield John, Beeston, Nottingham, Publican. Pet March 17. Nottingham, May 7 at 10. Sols Hawkridge & Heathcote, Nottingham.

Waters, George, 18 Adelaide-pl, New Bromley, Kent, Carpenter. Pet March 19. London, April 7 at 11.30. Sol Marshall, Hatton-garden.

Watts, Samuel, Imperial Hotel, Mount Stuart-sq, Cardiff, Publican. Pet March 17. Cardiff, March 31 at 11. Sol Wilcocks, Cardiff.

Watkins, Richard, Ross, Herefordshire, Grocer. Pet March 8. Birmingham, April 7 at 12. Sols Osborne, Ross, and Hodgson & Allen, Birmingham.

Watkinson, Robert, Walpole, St. Peter's, Norfolk, Blacksmith. Pet March 18. Wisbech, April 3 at 12. Sol Wright, Long Sutton.

Webb, William James, Hillingdon, Middlesex, Carpenter. Pet March 19. London, April 1 at 3. Sol Aubyn, 38 Moorgate-st.

Webber, James, Dunston, Somerset, Carpenter. Pet March 19. Wuliton, April 3 at 11. Sols Warden & Fomford, Barton, near Taunton.

White, Patrick, 8 Fore-st, Stenhouse, Devon, Potatoe Dealer. Pet March 1. Exeter, April 1 at 11. Sol Flood, Exeter.

Whittington, James, 44 High-st, Ryde, Baker. Pet March 14. Newport, March 31 at 11. Sol Beckingsale, Newport.

Wild, James, Edmund Greenhaigh, & William Cole, Royton, near Oldham, Boiler makers. Pet March 17. March 31 at 12. Sols J. & H. Standing, Rochdale.

Wild, George, Hayes, Middlesex, Baker. Pet March 10. London, April 1 at 3. Sols G. & E. Hiley, 5 Fenchurch-buildings.

Williams, John, Crown inn, Traillwa, Pontypridd, Glamorgan-shire, Publican. March 11. Cardiff, March 31 at 11.

Wilkinson, Rebecca, Leavening, York, Farmer. Pet March 17. Leeds, April 4 at 11. Sols Dale, York, and Bond & Barwick, Leeds.

Wrigglesworth, John, Melmerby, Yorkshire, Dealer in Tobacco. Pet March 19. Ripon, April 11 at 11. Sol Hindle, Ripon.

Young, Charles, Queen's-terrace, Southampton, Lodging-house Keeper. Pet March 11. London, April 8 at 11. Sol Mackey, Southampton.

TUESDAY, March 25, 1862.

Alderman, Alexander Jardine, 59 Guildford-st, Bloomsbury, Middlesex, Pet March 23. London, April 9 at 11. Sol Chapman & Clarke, 24 Lincoln's-inn-fields.

Andrews, Robert, Granby-st, Mornington-crescent, Middlesex, Commission Agent. Pet March 18 (in form pauperis). London, April 8 at 11. Sol Aldridge, 46 Moorgate-st.

Baker, Thomas Robert, 3 Elnathan-villas, Lothian-rd, Camberwell, Surrey, Commission Agent. Pet March 24. London, April 9 at 11. Sol Dalton, 3 Buckenbury.

Banks, Robert Greenhow, Liverpool, Seed Crusher. Pet March 20. Liverpool, April 5 at 12. Sol Banner, Liverpool.

Barnes, Thomas George, Lincoln, Blacksmith. Pet March 22. Lincoln, April 5 at 11. Sols Brown & Son, Lincoln.

Batter, James, 73 Long-lane, West Smithfield, London, Grocer. Pet March 22. London, April 8 at 11. Sol Carter, 7 South-sq, Gray's-inn.

Benington, Nathaniel, Framlingham, Suffolk, Broker. Pet March 18. Framlingham, April 7 at 11. Sol Moseley & Massey, Framlingham.

Berriman, Peter, Beverley, Yorkshire, Cab Proprietor. Pet March 11. Kingston-upon-Hull, April 16 at 12. Sols Caris & Tempest, Leeds.

Bertram, Leopold Bural, Clare-st, Bristol, Dealer in Sewing Machines. Pet March 22. Bristol April 7 at 11. Sols Clifton & Benson, Bristol.

Bradford, Cornelius, 2 Chapel-pl, Cottage-green, Camberwell, Surrey, Floor Cloth Manufacturer. Pet March 20. London, April 8 at 11.30. Sol Heathfield, 19 Lincoln's-inn-fields.

Braham, William, 2 Edmond-villas, Battersea, Commission Agent. Pet March 19. London, April 8 at 11. Sol Aldridge, 46 Moorgate-st.

Brain, Thomas, Croston, Staffordshire, Grocer. Pet March 21. Stone, April 14 at 11. Sol Litchfield.

Brice, John, 42 Belgrave-gate, Leicester, Butcher. Pet March 19. Leicester, April 7 at 10. Sols Miles, Gregory, & Bonakell, Leicester.

Broadhead, John, Upper Hallam, Sheffield, File Grinder. Pet March 20. Sheffield, April 10 at 2. Sol Broadbent, Sheffield.

Brown, Thomas George, & Joseph Bostock, Salford, Silk Finishers. Pet March 20. Manchester, April 5 at 11. Sol Boote, Manchester.

Budworth, Isaac, Burton, Staffordshire, Boot and Shoe Maker. Pet March 20. Stone, April 7 at 11. Sol Barber.

Cannon, Henry, West Lydford, Somersetshire. March 11. Bristol, April 9 at 11. Sol Britton, Bristol.

Clarke, Robert, jun., Nottingham, Lincolnshire, Miller. Pet March 19. Kingston-upon-Hull, April 16 at 12. Sols Brown & Son, Lincoln.

Clasper, Henry, Sunderland-near-the-Sea, Durham, Whitesmith & Shipowner. Pet March 21. Newcastle-upon-Tyne, April 7 at 11.30. Sol Brignal, Durham.

Coleman, James, & Frederic Pope, Kingston-upon-Hull, Coal Merchants. Pet March 12. Kingston-upon-Hull, April 16 at 12. Sols Caris & Tempest, Leeds.

Coley, Charles, Stratford-on-Avon, Butcher. Pet. Walsall, April 8 at 11. Sol Wilkinson, Walsall.

- Coulter, James, Stockbury, Kent, Farmer. Pet March 20. Maidstone, April 10 at 11. Sol Morgan, Maidstone.
- Cox, Benjamin, Notbury, Derbyshire, Timber Dealer. Pet March 22. Nottingham, April 8 at 11. Sol Tomlinson, Ashbourne.
- Cranie, Francis Crossley, Southampton-st, Strand, Middlesex, Foreign Correspondent to an Insurance Office. March 22. London, April 8 at 11. Sols Aldridge & Bromley, 46 Moorgate-st.
- Cuthbertson, John, Seaham Harbour, Durham. March 12. Newcastle-upon-Tyne, April 8 at 11.30. Sol Hoyle, Newcastle-upon-Tyne.
- Dalton, John, Firebeacon, Falstow, Lincolnshire, Licensed Victualler. Pet March 17. Kingston-upon-Hull, April 17 at 2. Sols Brown & Son, Lincoln.
- Dalziel, Alexander, Bolton, Travelling Draper. Pet March 14. Manchester, April 5 at 11. Sols Greene & Payne, Manchester.
- Dawes, Joseph, 1 Roslyn-villas, London-st, Folkestone, Clerk. March 15. Maidstone, April 8 at 3.
- Dawson, John, 2 St John-st, Manchester, Beer Retailer. Pet March 20. Manchester, April 5 at 10.30. Sol Swan, Manchester.
- Dibb, Joseph, jun, Derringham-st, Kingston-upon-Hull, Commission Agent. Pet March 21. Kingston-upon-Hull, April 2 at 12. Sol Walker, Hull.
- Dickenson, John, Portsmouth, Licensed Victualler. Pet March 14. London, April 5 at 1. Sols Sole & Turner, Aldermanbury.
- Drake, Joseph, 20 Sodom, Holbeck, near Leeds, Builder. Pet March 20. Leeds, April 10 at 12. Sol Harle, Leeds.
- Dunn, Henry Bidwell, Stamford-rd, Kingsland, Middlesex, Solicitor. London, April 8 at 11. Sol Aldridge, 46 Moorgate-st.
- Dunford, William, 25 Hook-st, Liverpool, Poulterer. Pet March 19. Liverpool, April 4 at 1. Sol Husband, Liverpool.
- Edwards, Edmund, Rawmarsh, Boot and Shoe Maker. Pet March 22. Leeds, April 5 at 10. Sols Smith & Burdakin, Sheffield.
- Elliott, Henry, Custom-house Hotel, Salford, Innkeeper. Pet March 2. Manchester, April 5 at 11. Sol Swan, Manchester.
- Ellis, John, jun, Wolverhampton, Coal Merchant. Pet March 20. Birmingham, April 7 at 12. Sols James & Knight, Birmingham.
- Evans, Benjamin, 34 High-st, Banbury, Clothier. Pet March 22. Banbury, April 7 at 12. Sol Looker, Banbury.
- Fidler, William, 24 York-ter, Upper Grange-rd, Bermondsey, Surrey, Grocer. Pet March 21. London, April 8 at 12. Sol Harcourt, 2 King's Arms-yard.
- Fitchew, Joseph Thomas, 66 Bridge-rd, Lambeth, Surrey, Saddler. March 10. London, April 8 at 10. Sol Watson, 27 Worship-st.
- Freeman, Richard, Morpeth, Agricultural Machine Proprietor. Pet March 22. Newcastle-upon-Tyne, April 9 at 12. Sol Storey, Newcastle-upon-Tyne.
- Frith, Joseph, Flag Moss Farm, Little Crosby, Liverpool, Farmer. March 19. Liverpool, April 5 at 12.
- Fryer, John (and not Joseph Fryer, as previously advertised).
- Gilson, William Bradshaw, 8 Dale-st, Manchester, Commission Agent. March 13. Manchester, April 11 at 9.30. Sol Swan, Manchester.
- Godson, William, Clowes-st, Gorton-brook, near Manchester, Builder. Pet March 16. Manchester, April 8 at 9.30. Sol Hall, Manchester.
- Gresner, Joseph, & Thomas Capatist, South Shields, Printers. Pet March 20. Newcastle-upon-Tyne, April 8 at 12. Sols Hodge & Harle, Newcastle-upon-Tyne.
- Griffiths, George Wilson, Denman-st, Kensington, Commission Agent. Pet March 20. Liverpool, April 7 at 8. Sol Best, Liverpool.
- Hallam, George, & Thomas Gerrish, 500 Rochdale-road, Manchester, Wine and Provision Merchants. Pet March 21. Manchester, April 8 at 9.30. Sols Messrs. Hewitt, Manchester.
- Hill, Nicholas, Worcester, Farmer. Pet March 20. Birmingham, April 7 at 12. Sols Coles, Worcester, and Wright, Birmingham.
- Holdich, Benjamin, Peterborough, Upholsterer. Pet March 11. Peterborough, March 29 at 10. Sol Ratland, Peterborough.
- Howarth, George, Bolton, Provision Dealer. Pet March 22. Bolton, April 7 at 10. Sol Gerrard, Bolton.
- Hughes, Benjamin, Salop-st, Dudley, Butcher. Pet March 20. Dudley, April 5 at 11. Sol Shakespeare, West Bromwich.
- Hughes, Hugh, Campbell-st, Derby-rd, Bootle, Lancashire, Builder. March 21. Liverpool, April 7 at 11.30.
- Hunt, George, 38 Denham-st, Hulme, Servant. Pet March 21. Salford, April 5 at 10. Sol Dawson, Manchester.
- Johnson, Ebenezer Kell, Sycamore-st, Newcastle-upon-Tyne, Provision Dealer. March 20. Newcastle-upon-Tyne, April 9 at 12. Sol Hoyle, Newcastle-upon-Tyne.
- Johnson, Peter, Birmingham, Leather Dealer. Pet March 21. Birmingham, April 7 at 12. Sols James & Knight, Birmingham.
- Jones, Mary, 8 Prior-st, Greenwich. March 17. London, April 7 at 11. Sol Aldridge, 46 Moorgate-st.
- Keel, Henry, Wolverhampton, Hat Manufacturer. Pet March 21. Birmingham, April 7 at 12. Sols Fowell & Son, Birmingham.
- Kirk, Samuel, Great Grimby, Coal Merchant. Pet March 17. Kingston-upon-Hull, April 16 at 12. Sol Bradley, Castledore.
- Kirkman, James, Bolton-le-Moors, Tea Dealer. Pet March 20. Manchester, April 5 at 11. Sols Greenhaigh & Hall, Bolton-le-Moors.
- Leighton, John Samuel, 103 Lower Marsh, New Cut, Lambeth, Surrey, Hat and Cap Manufacturer. Pet March 20. London, April 8 at 12. Sol Pittman, 24 Upper Stamford-st, Lambeth.
- Light, Samuel, Sumpnase Oakengates, Salop, Blacksmith. Pet March 19. Wellington, April 4 at 9. Sol Knowles, Wellington.
- Manser, Henry William, Red Lion Yard, Lower-road, Rotherhithe, Surrey, Licensed Foot Master. Pet March 21. London, April 8 at 11. Sol Wells, 47a Moorgate-st.
- Marshall, Mary, Airewas, Staffordshire, Draper. Pet March 21. Birmingham, April 11 at 11. Sols James & Knight, Birmingham, and Crabbe, Regeley.
- Maynard, Charles Alexander, 63 Denbigh-st, Pimlico, Middlesex, Schoolmaster. Pet March 21. London, April 8 at 11. Sol Dean, 27 New Broad-st.
- McGregor, Alexander, Liverpool, Corn Merchant. March 21. Walton, April 7 at 11.
- McLIVER, Peter, 101 Union-st, East Stonehouse, Devonshire, Draper. Pet Feb 25. East Stonehouse, April 19 at 11. Sols Elsworth, Curtis, & Dawe, Plymouth.
- Mitchell, George, Folly Hall, near Huddersfield, Cotton Spinner. Pet March 22. Leeds, April 14 at 11. Sols Hesp & Owen, Huddersfield, and Bond & Barwick, Leeds.
- Morjans, Enoch, Wolverhampton-rd, near Bliston, Staffordshire, Charter Master. Pet. Wolverhampton, April 7 at 12. Sol Ward, Wolverhampton.
- Morris, Henry, Pennington's-lane, Paw, near St Helens, Lancashire, Labourer. Pet March 22. St Helens, April 8 at 12. Sol Rawlinson, Manchester.
- Mulle, George Thomas, 3 Little Peter-st, Southwark-bridge-rd, Surrey, Mason. March 22. London, April 8 at 12. Sol Aldridge, 46 Moorgate-st.
- Nodes, John, King-st, Hammersmith, Middlesex, Undertaker. Pet March 19 (in form pauperis). London, April 8 at 11. Sol Aldridge, 46 Moorgate-st.
- Ormond, Charles, Kingston-upon-Hull, Horse Dealer. Pet March 20. Kingston-upon-Hull, April 2 at 11. Sol Chitty, Shaftesbury.
- Page, Ambrose Gooding, 57 Great Portland-st, Oxford-st, Middlesex, Commission Agent. Pet March 21. London, April 8 at 12. Sol Levy, 18 Surrey-st, Strand.
- Painter, James, Blandford, Dorsetshire, Builder. Pet March 15. Blandford, March 31 at 12. Sol Chitty, Shaftesbury.
- Perkins, Thomas, Manchester, Fruit Merchant. March 18. Exeter, April 11 at 11. Sol Flood, Exeter.
- Powell, Thomas, Bishops Hatfield, Heris, Licensed Victualler. Pet March 21. London, April 9 at 11. Sol Olive, 47a Portsmouth-st, Lincoln's-inn-fields.
- Pretty, William, Market Deeping, Lincolnshire, Auctioneer. Pet March 22. Bourne, April 5 at 10. Sol Lawrence, Peterborough.
- Raconot, William Honor, 21 Great Charles-st, Birmingham, Teacher. Pet March 21. Birmingham, April 14 at 10. Sol Duke, Birmingham.
- Rawie, Richard Esaby, 50 Brunell-st, Everton, Liverpool. March 18. Manchester, April 5 at 12.
- Rayney, Frederick, 23 Arbour-sq, Commercial-rd, Stepney, Middlesex, Labourer. Pet March 21. London, April 7 at 11.30. Sol Hall, Coleman-st.
- Restall, Charles, 16 Kingston-rd, Kingston, Portsea, Hants, Baker. Pet March 20. Portsmouth, April 7 at 11. Sol Palford, jun, Portsea.
- Roberts, William, Miner's Arms, Mold, Flintshire, Publican. Pet March 17. Mold, April 15 at 12. Sol Cartwright, Chester.
- Robson, Thomas, Eltham-green, Eltham, and the Laboratory, Woolwich-rd, Eltham. Pet March 24. London, April 4 at 11. Sols Sadgrove & Son, 64 Mark-lane.
- Scraggs, Edward John, East Dereham, Norfolk, Plumber. Pet March 22. East Dereham, April 8 at 11. Sol Drake, East Dereham.
- Serimshire, Thomas, Hubands-Bosworth, Leicestershire, Tailor. Pet March 18. Market Harborough, April 8 at 10. Sol Rawlins, Market Harborough.
- Shepherd, James, 6 Norton-st, Salford, Wadding Manufacturer. Pet March 20. Salford, April 8 at 9.30. Sol Hall, Manchester.
- Slade, John, Lodon, Dorsetshire, Boreshop Keeper. Pet March 19. Bridport, April 5 at 2. Sol Day, Bridport.
- Smart, Charles Frederick, Leicester, Professor of Dancing. Pet March 20. Nottingham, April 8 at 11. Sol Chamberlain, Leicester.
- Soame, James George, Aylsham, Norfolk. March 14. Norwich, April 8 at 10. Sol Atkinson, Norwich.
- Sorbey, Richard John, Radnor-st, Hulme, Lancashire, Registrar of Births and Deaths. Pet March 20. Manchester, April 5 at 11. Sol Grundy, Manchester.
- Squirrel, Robert, 70 Lupus-st, Pimlico, and 12 Calthorpe-pl, Gray's-inn-road, Middlesex, Corn, Flour, and Seed Merchant. Pet March 20. London, April 9 at 11. Sols Ashurst and Morris, 6 Old Jewry, London.
- St. George, Robert, 3 Bennett-st, Piccadilly, Middlesex. Pet March 20. London, April 8 at 11. Sols Lewis & Lewis, 10 Ely-place, Holborn.
- Stevens, George, Newton Abbot, Devon, Builder. Pet March 24. Exeter, April 11 at 1.30. Sols Elworthy, Curtis, & Daws, Plymouth.
- Strong, William, 130, Cregee-st, Birmingham, Commission Agent. Pet March 19. Birmingham, April 14 at 10. Sol Parry Birmingham.
- Stubbs, 161 Cheapside, Birmingham, Brassfounder. Pet March 20. Birmingham, April 14 at 10. Sol Webb, Birmingham.
- Studd, John, 72 Pearson-st, Kingsland-rd, Middlesex, Builder. Pet March 20. London, April 7 at 12. Sol Venn, 3 New-inn, Strand.
- Thomas, Henry, Saint Thomas-green, Dew-st, Haverfordwest, Plasterer. Pet March 18. Haverfordwest, April 4 at 11. Sol Parry, Pembroke Dock.
- Thompson, Frederick Charles, 8 Great Bridgewater-st, Manchester, Plasterer. Pet March 20. Manchester, April 11 at 9.30. Sol Swan, Manchester.
- Thompson, George, Broughton, Northamptonshire, Carpenter. Pet March 21. Kettering, April 11 at 12. Sol Rawlins, Market Harborough.
- Villiers, Arthur Julien, Manor-house, Lee, Kent, a Lieutenant in the Royal Navy. Pet March 20. London, April 8 at 12. Sol Baylis, Church-court, Old Jewry, London.
- Walters, John, Workshop, Labourer. Pet March 22. Workshop, April 5 at 10. Sol Clough, Workshop.
- Westgarth, William, 37 Threadneedle-st, London, and Melbourne, Victoria, Merchant. Pet March 18. London, April 8 at 10. Sols Linklaters & Hackwood, 7 Walbrook.
- Williams, John, Fwllibell, Denis Carnarvon, Publican. Pet March 15. Fwllibell, April 7 at 11. Sol Roberts.
- Wilkinson, John, Berwick-sq, West Derby-rd, Liverpool, Builder. March 21. Walton, April 7 at 11.
- Wood, Charles Taylor, 1 Holywell-rd, Flint, Publican. March 21. Mold, April 5 at 11.30.
- Woolhouse, John, & George Woolhouse, Kirkheaton, York, Chemists. Pet March 19. Huddersfield, April 17 at 10. Sol Leadbeater, Huddersfield.
- Wright, William Atkinson, Leeds, Journeyman. Pet March 20. Leeds, April 4 at 11. Sol Harle, Leeds.
- Wynne, William Watkin, 5 Burr-st, St. Katherine's Dock, Middlesex. Pet March 21 (in form pauperis). London, April 7 at 12. Sol Aldridge, 46 Moorgate-st.

BANKRUPTCIES ANNULLED.

FRIDAY, March 21, 1862.

Kinch, Francis, 16 High-st, Margate, Chemist. March 7.

TUESDAY, March 25, 1862.

Bedson, Thomas, 1 St. Peter-st, Islington, Middlesex, Manufacturer of Indorsing Apparatus. March 21.

